

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SOUTHFIELD

AND

THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS

ASSOCIATION OF MICHIGAN

July 1, 2022 to June 30, 2025

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AGREEMENT

The parties to this Agreement are the City of Southfield, a Michigan municipal corporation, (hereinafter called the “Employer” or “City”) and the Technical, Professional and Officeworkers Association of Michigan (TPOAM), a voluntary unincorporated association, (hereinafter called the “Union”). Whenever the term “Agreement” is used in this document it shall be synonymous with the term “Contract.”

1 PURPOSE AND INTENT

1.1 The purpose of this Agreement is to set forth the terms and conditions of employment covered by this Agreement.

2 DEFINITIONS

2.1 Career Position: A career position is a position of indefinite duration with regularly scheduled hours of at least twenty per week, and which accordingly has been designated by the City as a career position.

2.2 Career Employee: A person who has been appointed to and is currently serving in a career position.

2.3 Employee: A full-time, three-quarter-time, or half-time career employee.

3 RECOGNITION

3.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all ACS career full-time and part-time employees of the City of Southfield employed in the following classifications:

Account Clerk I	Librarian II-Business Reference
Account Clerk II	Library Services Aide
Accountant	Library Systems Administrator
Accounting Services Aide	Library Technical Clerk
Analyst-Programmer	Library Technical Clerk II
Appraiser—Commercial RE*	Mailroom Clerk I*
Assessing Services Aid*	Mailroom Clerk II*
Assistant Accountant I*	Master Electrician
Assistant Accountant II	Mechanical Inspector
Assistant City Planner*	Neighborhood & Information Specialist
Assistant Teacher	Neighborhood Assistant-Staff Writer
Assistant Traffic Engineer*	Office Coordinator
Budget Analyst II*	Outreach Caseworker II
Building Inspector-Plan Examiner	Outreach Social Worker*
Building Trades Technician I	Payroll Specialist
Building Trades Technician II	Personal Property Auditor
Business Development Assistant	Personal Property Auditor II
Cashier	Planner I

Civil Engineer
Clerk I
Clerk II
Clerk III
Clerk Typist II
Clerk Typist III
Code Enforcement Inspector
Communications Analyst
Computer Operator
Computer Technician
Cultural Arts Programmer
Electrical Inspector
Employment Training Assistant
Employment Training Specialist I
Employment Training Specialist II
Engineering Assistant
Environmental Planner
Executive Secretary I
Field Construction Coordinator
Finance Aide
GIS Coordinator
Government Services Aide
Head Infant Teacher
Head Pre-School Teacher
Head Toddler Teacher
Help Desk Assistant
Housing Analyst
Housing Inspector
Housing Program Specialist
Housing Services Aide
Housing Services Assistant (8)
Human Resources Assistant—Benefits*
Human Resources Analyst
Human Resources Specialist
Landscape Architect-Park Planner
Landscape Design Coordinator
Learning Specialist
Legal Assistant
Legal Secretary
Librarian I
Librarian I-Adult Services
Librarian I-Youth Services
Librarian II
Librarian II-Adult Services
Planner II
Plumbing Inspector
Principal Real Estate Appraiser
Printer
Producer Director
Production Assistant
Program Coordinator I
Program Coordinator II*
Public Safety Analyst
Public Safety System Specialist
Public Works Analyst
Public Works Assistant
Public Works Utility Specialist
Purchasing Analyst I
Purchasing Analyst II
Real Estate Appraiser
Receptionist-Switchboard Operator
Records Coordinator
Recreation Programmer
Risk Management Coordinator
Safety & Wellness Program Assistant
Secretary I
Secretary II
Secretary III
Section 8 Analyst
Senior Citizen Social Worker
Senior Code Enforcement Inspector*
Sign Inspector
Storm Water Coordinator
Storm Water Manager
Survey Chief
System Support Specialist
System Support Specialist II
Systems Programmer
Systems Support Technician I
Systems Support Technician I-Training
Systems Support Technician II
Tax Clerk
Tax Technician
Training Coordinator
Treasurer's Secretary
Web Services Administrator
Writer
Writer/Cable Analyst*
Writer-Project Coordinator

**Titles added since original Recognition; updated September 9, 2015*

but excluding employees included in other bargaining units, all elected officials, all executives, supervisors, managers, all casual, seasonal, temporary and confidential employees, continuing part-

time employees, District Court employees and all other employees. The parties agree that confidential employees are those employed in the following positions:

Administrative Assistant to the City Administrator	Executive Secretary I-Public Works Administration
Employment & Training Analyst-Parks & Recreation	Executive Secretary II-Administration
Executive Assistant to the Mayor	HRIMS-Research Analyst-Human Resources
Executive Secretary I-City Clerk's Office	Office Coordinator-City Attorney's Office
Executive Secretary I-Parks & Recreation	Secretary III-Human Resources
Executive Secretary I-Police	Secretary III-Library
	Senior Human Resources Specialist-Human Resources

3.2 The City will provide the Union an updated Appendix A with new titles and/or revised pay grade assignments within 30 days following implementation of changes.

3.3 The City will provide the Union an updated Appendix B – Pay Ranges upon ratification.

4 AUTHORIZATION FOR DUES/FEES DEDUCTION

4.1 A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

4.2 The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees every pay period from the pay of the employees that have authorized such deductions.

4.3 Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.4 If an authorized deduction for any employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

4.5 The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of agreement.

4.6 Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the

internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

4.7 The City shall not deduct any monies from an employee's wages pursuant to this article, unless the check-off authorization executed by the employee conforms exactly to the following form:

[insert form provided by TPOAM union]

5 UNION REPRESENTATIVES

5.1 Bargaining Committee: The Bargaining Committee may be comprised of up to four employee members. The function of the Bargaining Committee shall be to negotiate new or modified agreements with the City. Members of the Bargaining Committee shall be released from work without loss of normal compensation to participate in bargaining sessions, after receiving approval from their supervisor, which approval shall not be withheld except in exceptional circumstances. In the case of such exceptional circumstances, it may be necessary to reschedule bargaining. When submitting its contract proposals to the City, the Union shall at the same time inform the City in writing of the names of all persons who are members of the bargaining committee. Members of the Bargaining Committee shall give reasonable advance notice to their supervisors of the time they will be absent from work to participate in bargaining sessions.

5.2 Grievance Committee: The Grievance Committee shall be comprised of elected officers and stewards, who shall be confirmed in writing by the Union to the City.

Members of the Grievance Committee shall be permitted to investigate and process grievances without loss of normal compensation, after receiving approval from their supervisor, which approval shall not be withheld except for reasonable cause. A record of time spent shall be initialed by the grievance committee member and retained by the City. Time spent investigating and processing grievances shall not be abused.

6 NO STRIKE OR LOCKOUT

6.1 The Union and the employees recognize that strikes (as defined by Section I of P.A. 336 of 1947, as amended, of Michigan Public Employees Relations Act) are contrary to law and public policy. The Employer and employees subscribe to the principle that differences should be resolved by good faith bargaining in keeping with the highest standards of municipal government without interruption of essential governmental services. Accordingly the Union and employees agree that during the term of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit-down, stay-in, slow-down, in any department or any unlawful inter-activity interfering with the operation of government.

6.2 In the event of a work stoppage, or other curtailment of, or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the Union has made an earnest effort as set forth in Section 6.3 below.

6.3 In the event of a work stoppage, or other curtailment the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

6.4 No lockout of employees shall be instituted by the Employer during the term of this Agreement.

7 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work employees; to set the standards of productivity, the products to be produced, and/or the services rendered; to determine the amount of overtime to be worked; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to determine the amount of supervision necessary; to use independent contractors to perform work or services; to subcontract, contract out, close down or relocate any part of the City's operations; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the City; to issue, amend and revise policies, rules, regulations, and practices; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees.

8 CONTRACTING OF WORK

8.1 If the City deems it necessary to contract for work presently performed by employees within the bargaining unit which results in a permanent loss of work for such employees it is agreed that the matter will be discussed between the Union and the City and that an effort will be made by the City to place such employees in accordance with the seniority and layoff sections contained herein. Further, that the City will extend every reasonable consideration to the placement of said seniority employees who are qualified into other positions with the City in accordance with its rules and regulations and other collective bargaining agreements.

9 PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, race, color, height, weight, physical or mental disability, national origin, union membership, religion, genetic information, family

status, gender identity, arrest record, political affiliation, except for membership in any organization which advocates the overthrow of, or disloyalty to the Government of the United States or any subdivision thereof or any other classification protected by federal, state or City of Southfield law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

10 QUALIFIED EMPLOYEES WITH A DISABILITY

In the administration of this Agreement, the City and the Union will provide reasonable accommodations to qualified employees with a disability. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of law, even if such accommodations may be in conflict with another provision of this Agreement. Prior to making an accommodation that would conflict with the provisions of this Agreement, the City will notify the Union of such accommodation and discuss same with the Union; provided that the City shall make the final determination whether such accommodation shall be implemented if the Union does not agree to the accommodation. The reasonableness of the accommodation as per Americans with Disabilities Act shall be subject to the grievance and arbitration provisions of the contract. However a ruling by a court shall have precedence over the contract or an arbitrator's decision.

11 SETTLEMENT OF GRIEVANCES

11.1 Definition: A grievance is a dispute between the City and an employee or the Union pertaining to the interpretation or application of the provisions of this Agreement.

A class grievance is a grievance involving more than one member where the facts involved are identical for all those affected.

11.2 General Provisions

(a) Not more than one grievance may be submitted to the same arbitrator at the same time unless mutually agreed upon between the parties. A class grievance, which is a grievance involving more than one member where the facts involved are identical for all those affected, is not excluded by this provision.

(b) The City will supply a written response at the second and third step; provided, however, in the event the City fails to respond within the time limits, the Union must nevertheless process the grievance to the next step within the prescribed time limits. By proceeding to the next step, the Union is not waiving its right to a written response.

(c) Any grievance not submitted in writing within fifteen (15) calendar days of its occurrence shall be automatically closed and forever held for naught.

- (d) Any grievance not appealed from a decision in one of the steps of the above procedure to the next step within the time and as prescribed, shall be considered closed.
- (e) The grievant may be present at any step of the grievance procedure.
- (f) Upon mutual agreement of the parties, the city and/or the Union may have additional representatives present at any step of the grievance procedure.

11.3 Grievance Procedure

STEP 1: (Verbal) Any employee having a grievance shall first take up the matter with the employee's immediate supervisor. The grievant may, at his or her request, have a union grievance committee member present. The supervisor shall render a decision orally within three (3) working days of the meeting.

STEP 2: If the grievance is not resolved at STEP 1 above, the grievant or union grievance committee member shall have fifteen (15) calendar days from the occurrence of the grievance to submit the grievance in writing to the department director or designee. The written grievance shall contain at least the following information:

- (a) Section(s) of the Agreement allegedly violated.
- (b) Name(s), times(s), date(s) and location(s) of alleged violation.
- (c) Action(s) that constituted alleged violation and parties involved.
- (d) Remedy sought to correct alleged violation.

Not later than (7) working days after the receipt of the written grievance, the department director or designee shall meet with a union grievance committee member. The department director or designate shall have five (5) working days after the meeting to render a written decision.

STEP 3: If the grievance is not resolved at STEP 2, the president of the Local Union or designee shall have seven (7) working days from the date the response was due to submit the grievance in writing to the city administrator or designee. Not later than ten (10) working days after the receipt of the written grievance, the city administrator or designee shall meet the union president and TPOAM representative. The city administrator or designee shall have seven (7) working days from the date of the meeting at STEP 3 to render a written decision.

STEP 4: If the grievance is not resolved at STEP 3 above, the Union shall have thirty (30) calendar days from the date the response was due from STEP 3 to notify the city administrator in writing that it intends to file for arbitration.

- (a) In the event the parties have not mutually agreed to an arbitrator within ten (10) working days, the Union shall have ten (10) working days to file with the American Arbitration Association or FMCS and to send a copy of the filing to the city administrator.

(b) The power of the arbitrator stems from this Agreement and her or his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator have any power or authority to make any decision which shall require the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties. The fee of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the City; otherwise each party shall bear its own arbitration expense.

(c) Employees shall be released from work without loss of normal compensation to participate in arbitration hearings which the Union is willing to have take place on City premises. If the grievance concerns more than one employee (class grievance), the Union may select only one employee to attend the hearing as a grievant for all.

11.4 Special Conferences: In mutual recognition that important matters may arise during the term of this agreement that justify a meeting between the Union and the Employer, the parties hereby agree to meet as necessary for such purposes.

12 DEMOTION, DISCIPLINE AND DISCHARGE

12.1 Demotion: The Employer shall not demote an employee without sufficient cause. A demotion may be appealed through the grievance procedure. The President of the Local Union shall be notified of any demotion.

12.2 Discipline

Disciplinary action shall include only the following, although not necessarily in this order:

- Oral Reprimand
- Written Reprimand
- Probation
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

The Employer shall not discharge or discipline any employee who has successfully completed a new-hire probationary period without just cause. Any disciplinary action may be appealed through the grievance procedure.

The President of the Local Union shall be notified of any probation, suspension or discharge.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

An employee shall be allowed a Union Steward or Officer, upon request, at any interview with the Employer which may result in discipline.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union.

12.3 Record of Discipline: When disciplining an employee the City will not take into account any reprimands which are dated more than three years before the date of the incident giving rise to the current discipline.

13 SENIORITY

13.1 City Seniority: City seniority is the length of continuous service with the City after the most recent date of career appointment to a position in the City service. Seniority shall not accrue to new-hire probationary employees until after the completion of the probationary period at which time it shall accrue back to the most recent date of career appointment.

13.2 Bargaining Unit Seniority: Bargaining unit seniority shall be an employee's length of service from:

- A. May 3, 2004, the date the bargaining unit was certified by the Michigan Employment Relations Commission, for employees in the bargaining unit on this date. The relative standing of these employees shall be according to their city seniority with the more senior employee standing higher than the less senior employee.
- B. For employees not in the bargaining unit on May 3, 2004, the date of the most recent appointment to a career position in the bargaining unit.
- C. Bargaining unit seniority shall not accrue to employees entering the unit as new hires until the completion of the new-hire probationary period or to employees entering the bargaining unit by transfer or promotion to a bargaining unit position until after the completion of the position probationary period. Upon successful completion of the respective probationary period, seniority shall accrue back to the original date of entry into the bargaining unit. During the probationary period the City, in its sole discretion, may terminate the employee from the position. The return of the employee to the employee's former position, for employees entering the bargaining unit by promotion or transfer, shall be governed by the civil service rules or collective bargaining agreement governing the former position. During the probationary period, the employee may elect to return to the employee's former position if such return is allowed under the civil service rules or contract controlling the former position.
- D. Promotion or Transfer Out of the Bargaining Unit An employee who promotes or transfers from a job classification in the bargaining unit to a position outside the bargaining unit shall retain but not accumulate bargaining unit seniority during the employee's probationary period in the non-bargaining unit position. Bargaining unit seniority shall terminate upon completion of the employee's probationary period or upon separation from employment which is not reversed. Within the probationary

period, an employee who fails to qualify in the new position or who does not wish to continue in the new position shall be returned to the employee's former position.

13.3 Seniority Conditions: The following conditions shall apply to city seniority and to bargaining unit seniority:

- A. Length of Service
 - 1. Non-career or other types of employment with the City wherein benefits are not received shall not count toward seniority.
 - 2. Employees transferring from career part-time employment shall receive credits toward seniority:
 - a) At a rate of 50% for the period of career part-time employment that resulted in eligibility for 50% benefits.
 - b) At a rate of 75% for the period of career part-time employment that resulted in eligibility for 75% benefits.
 - c) With respect to bargaining unit seniority, only the time spent in the bargaining unit is prorated as provided in a) and b) above.
- B. Tie Breaking where two or more persons are appointed on the same date, relative seniority shall be determined by the relative standing on the employment list from which certified. However, in all cases of an identical seniority date, persons entitled to preference under the Veterans' Preference Act shall be considered as having greater seniority than those without such preference. Any ties occurring beyond the above provisions shall be decided by lot.
- C. Deductions from Seniority The following periods shall be deducted from seniority:
 - (a) unpaid leave or suspension which exceeds ten working days; (The total period is deducted, not just the part of the period which exceeds ten working days.)
 - (b) time elapsed between periods of layoff and re-employment.

Employees who have deductions from seniority will have an adjusted seniority date which shall be the original seniority date advanced to a new date based on the amount of time deducted from seniority.
- D. Leaves not Deducted from Seniority. The following shall not result in deductions from seniority:
 - (a) military leave during the time of war as defined in the Veterans' Preference Act;

- (b) absence from work due to injuries compensated for under the Worker's Compensation Act;
- E. An employee's seniority and employment shall terminate for the following reasons:
 - (a) discharge, quit, retirement or resignation;
 - (b) absence for three (3) consecutive work days without notifying the City, unless the lack of notice is a result of physical impossibility;
 - (c) absence for three (3) consecutive work days without justifiable reason;
 - (d) layoff for a period equal to the employee's seniority at the time of layoff;
 - (e) failure to return to work within the time specified for recall in section 16.5, Layoff and Recall;
 - (f) gives a false reason to obtain a leave or fails to return to work upon the expiration of a leave of absence;
 - (g) separation upon settlement covering total disability.

In the event of rehire, seniority shall not be restored. In the event of rehire, service credit for retirement shall be as set forth in the Retirement Ordinance.

13.4 Posting of Seniority Lists: Seniority lists showing city seniority and bargaining unit seniority shall be posted through the month of March each year. All employees, including those absent from work for any reason, shall be presumed to have knowledge of the posted list. If a grievance is not filed by April 15, the seniority list shall be deemed correct.

14 NEW HIRE PROBATIONARY PERIOD

A person who is appointed to a position who has not passed a new hire probationary period shall serve a new hire probationary period. The probationary period will be for six months from the date of hire. The Employer may, upon agreement with the President of the Union, extend the probationary period up to an additional four months. During the probationary period or any extension of it, the City in its sole determination may discipline or discharge the employee and the discipline or discharge shall not be subject to the grievance procedure. Union will be notified within 5 business days of passing probation.

New hire probationary employees accrue vacation leave, sick leave, reserve sick leave and personal business leave but may not use vacation, sick leave or reserve sick leave until they have passed their new hire probationary period. If employment terminates during the probationary period, accrued vacation banks are paid; there is no payoff for unused sick leave, reserve sick leave or personal business banks.

15 TRANSFER AND PROMOTION

15.1 A transfer is the movement of an employee to another position in the same classification within a department or to another department, or to a position in a different classification involving substantially similar duties within a department or to another department.

15.2 Except as otherwise provided in the agreement, the City will provide the Union President with a copy of members' Personnel Action forms ("PA") involving the transfer, promotion, and/or reclassification of the member at least five (5) business days prior to the execution of the PA by the Director, Staff Services/Human Resources, or designee.

15.3 Employer Initiated Transfer: The Employer may transfer an employee to another position in the same classification within a department or to the same classification in another department. A position filled by employer-initiated transfer is not subject to posting.

15.4 Employee Initiated Transfer: When an employee desires a transfer, the employee shall submit a request in writing when a vacancy is posted. If the employee meets the requirements for the job classification and both department heads approve the transfer, the employee shall be awarded the position on a trial basis. Employees who transfer shall not be entitled to an additional transfer for a period of twelve months. (Such employees shall retain their right to bid for promotion.)

15.5 Competitive Promotion: A competitive promotion is the advancement of an employee to a classification with a higher rate of pay which has been advertised or posted. In the promotion of employees covered by this Agreement within the bargaining unit, seniority shall govern only whenever qualification and abilities of the employees are considered as being equal. The Employer only shall determine the ability and qualification of all employees. If management proposes to by-pass any employee with greater seniority, the management will advise the President of the Local Union in writing of the reasons for said by-pass at least ten (10) days before the by-pass is made effective. Any such employee who feels aggrieved will be granted a prompt review by management. If not satisfactorily resolved, the employee may process a claim through the grievance procedure. Such grievance must be filed within three (3) days after the employee has been made aware of the results of the review.

15.6 Noncompetitive Promotion: A noncompetitive promotion is advancement to a position which has not been advertised or posted and does not involve a vacancy. A noncompetitive promotion is an upward reclassification and includes advancement from Level I to Level II or from Level II to Level III in set of classifications. A set of classifications is a group of classifications having the same title except for the Level I, II or III designation. A noncompetitive promotion may occur in the following circumstances:

- a. The duties of the job have been reevaluated.
- b. The employee has met department-established criteria for advancement to a higher level in a set of classifications.

If the Job Evaluation Committee is used, at least one trained TPOAM member will participate in the Job Evaluation Committee meeting during the consideration of TPOAM positions, unless the TPOAM President agrees to a waiver of this provision. To provide for the availability of trained TPOAM members, the City agrees to training four (4) members in the Job Evaluation process, and to provide training to additional members as necessary to maintain sufficient numbers.

15.7 Departmental Reorganization: When there is a reorganization of departmental classifications with a decrease in the number of positions in the department, the position will be posted within the department. The position will not be posted outside the department, unless there are no suitable candidates within the department and the City determines to fill the position from outside the department.

15.8 Posting of Vacancies: If the City determines to fill a vacancy in an existing classification or new classification by a competitive promotion, it shall be posted for the bargaining unit for ten calendar days. After the posting is closed, the city will establish a list of employees eligible for transfer and a list of employees eligible for promotion. These lists shall be in effect for nine months from the date they are established for any vacancy in the job classification. New-hire probationary employees shall not be eligible to apply for promotion or transfer. Copies of the eligibility list will be sent to the Union President. Whenever qualified applicants are not available from within the bargaining unit, the City reserves the right to hire from outside the bargaining unit.

15.9 Conditions Applying to Positions Awarded Through Promotion or Transfer.

- (a) Employees may be required to remain in their old job classification until properly replaced.
- (b) Employees awarded a position through promotion or transfer shall have a maximum of six (6) months probationary period to qualify for such new position. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious to the City. Employees who fail to qualify or who so request shall be returned to their former job classifications without loss of seniority. If disqualified by the City, the employee shall be given a written explanation of the reason for disqualification.

16 LAYOFF AND RECALL

16.1 The City will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool layoffs will be effected. All employees holding the same job classification in the same department and regularly scheduled in the same hourly status (i.e., full-time, three-quarter-time, or half-time) shall constitute a seniority pool. Job classifications are those set forth in Article 3. For the purposes of this article, the departments are: Accounting, Assessing, Building, Cable 15, Career Center, Central Services, City Attorney's Office, City Clerks Office, City Treasurer's Office, Code Enforcement, Community Relations (including Neighborhood and Information), Engineering, Facilities Maintenance, Fire, Housing, Human Resources, Human Services, Library, Mayor's Office, OMB, Parks and Recreation, Physical Plant Maintenance, Planning, Police, Public Safety, Public Works (including Development, Field Operations, Transportation, Water and Sewer, Streets and Highways, Motor Pool), Purchasing, Technology Services.

16.2 If an employee is to be laid off, the City shall give written notice of such layoff at least thirty (30) calendar days prior to the effective date of the layoff unless the layoff is caused by an emergency (unforeseen circumstances). A list of the names of such employees shall be furnished to the Union's President on the same date the notice is given to the employees.

16.3 Should the City determine to layoff an employee or employees from a seniority pool, the employees in the seniority pool, including probationary employees, shall be laid off in the order of their bargaining unit seniority with the least senior employee being laid off first. Where bargaining unit seniority is equal, the order of layoff shall be determined by city seniority.

16.4 Employees may not bump into the bargaining unit, nor may employees in the bargaining unit bump outside of the bargaining unit. An employee who is laid off pursuant to this article, may bump the employee with the least seniority in a seniority pool in the same pay range or in a lower pay range, if the bumping employee has more seniority than the employee he or she will bump and is qualified to perform the functions of an employee in such seniority pool. If the employee is eligible to bump into more than one seniority pool, the City shall determine the seniority pool into which the employee will be permitted to bump, so long as the straight-time rate of pay for such seniority pool is not less than the straight-time rate of pay for another seniority pool into which the employee is eligible to bump.

Notwithstanding the provisions of the above paragraph, a laid-off employee cannot bump into positions for which the scheduled hours are greater than the position from which the employee was laid off. A laid off employee can bump into a position for which the scheduled hours are fewer than the position from which the employee was laid off, but the employee will then work the fewer hours. The employee may decline to bump into a position with fewer scheduled hours without losing the right to bump into another position into which the employee is eligible to bump.

16.5 Employees shall be recalled in the inverse order in which they were laid off. The City shall give the employee written notice of recall by sending certified and regular mail to the last address provided by the employee in writing to the City. If the employee fails to report for work within fourteen (14) calendar days of the date the recall notice was sent by certified mail, the employee's employment and recall rights with the City shall terminate.

17 OVERTIME COMPENSATION

17.1 Employees shall be paid at a time-and-one half rate for:

1. All hours worked over 40 in one workweek, or all hours worked over 8 in one workday unless the hours worked over 8 in one work day are a result of a work schedule adjusted at the employee's request
2. All hours worked over 40 in one workweek and on a 6th consecutive working day

17.2 Employees shall be paid at a double time rate for all hours worked over 40 in a workweek on a 7th consecutive workday.

17.3 Employees who are required to work on a City-paid holiday shall be paid at the premium rate of time-and-one-half in addition to being paid holiday pay.

17.4 The following paid time off from regularly scheduled work shall count as time worked for the purpose of computing overtime: vacation, sick, personal business, bereavement leave, compensatory time taken, jury duty, holiday pay.

17.5 For each period of time for which an employee is entitled to pay by this Agreement, the employee shall be paid (or granted compensatory time where applicable) in accordance with that pay provision which entitles the employee to the greatest pay, but the employee shall not be entitled to pay by any other pay provision.

17.6 Employees who work overtime shall be paid overtime in multiples of 1/10 of an hour for each 6 minutes worked.

17.7 Employees required to standby during non-duty hours shall be paid one hour per day at a straight time rate. Employees eligible for standby compensation under this section shall be those individuals who are specifically scheduled by their department head (or designee) to standby, and as a consequence, are required to restrict their whereabouts and activities in order to be contacted and available to report for duty without delay.

17.8 Employees called in to work outside of their regular work hours shall receive a minimum of two hours pay at the appropriate overtime rate unless the call-in occurs within two hours of the start of their regular shift. Phone calls, texts, emails or similar communications which do not result in the employee coming to the worksite shall be excluded from the two-hour minimum. In lieu of the two-hour minimum, the City shall pay an employee a minimum of one (1) hour at the overtime rate for any phone calls, texts, emails or similar communications to which the employee's supervisor or other management staff member directs the employee to respond outside of work hours. The one (1) hour time period shall commence when the employee first responds to the call, text, or email. The City shall not be required to pay the employee any additional amounts for additional communications which occur during the one (1) hour period. However, any time spent on such communications after the first hour shall be paid at the overtime rate, and incurred in one-tenth of an hour increments. Once the matter is addressed through the employee's response, compensation for the matter shall cease, unless further work or follow-up is needed. If further work or follow-up is needed, it shall be the responsibility of the supervisor or other management staff member to contact the employee. Further or follow-up work will be compensated at the overtime rate if such work falls outside of the one (1) hour period when the employee first responds as discussed above.

17.9 Employees working in classifications which are exempt from the provisions of the Fair Labor Standards Act, as amended, shall have the option, in lieu of overtime pay, of accruing compensatory time off at a time-and-one-half rate. The maximum accumulation of compensatory time shall be one hundred hours. Overtime hours worked when an employee has a current accumulation of one hundred compensatory time hours shall be paid as overtime pay.

Employees working in classifications which are covered by the provisions of the Fair Labor Standards Act, as amended, shall have the option, in lieu of overtime pay, of accruing compensatory time off at

the overtime rate. The maximum accumulation of compensatory time shall be one hundred hours. Overtime hours worked when an employee has a current accumulation of one hundred compensatory time hours shall be paid as overtime pay.

18 PAY PLAN

18.1 Salary Schedules: The pay plan for City of Southfield employees consists of a rate or range for each classification as set forth in Appendix B and provides for increases based on merit.

18.2 Merit Increases: Advancement to the next step within a specific salary range is called a merit increase. This increase is based not only on the completion of a specified length of service, but also on documentation of satisfactory performance and on the recommendation of the employee's immediate supervisor with the approval of the Director of Staff Services/Human Resources. Merit increases are not automatic.

To be eligible for a merit increase, the employee must complete the specified length of service; steps may not be skipped.

A new hire is eligible for consideration of one merit step increase after completing probation regardless of starting salary unless the employee is at the maximum of the range. The employee is eligible for consideration of an additional merit step increase six months after being awarded the first increase unless the employee is at the maximum of the range. Thereafter the employee is eligible for consideration for a merit increase one year after the last increase until the employee is at the maximum of the range.

Increases are effective on the appropriate anniversary date if there is documentation of satisfactory performance regardless of the completion date of the performance evaluation. In the event that a merit increase is delayed for cause, including but not limited to inadequate performance or missed work, the effective date of the merit increase becomes the new adjusted date to calculate eligibility for future increases.

18.3 Hiring New Employees: Starting pay above Step 1 must be approved by the Director of Staff Services/Human Resources. New employees hired after ratification will be placed on the new wage rates. New employees may be hired up to step 7 based on experience and qualifications.

18.4 Competitive Promotion: A competitive promotion is advancement to a higher-paid position which has been advertised or posted. The promoted employee is given a 4% increase and placed on the first step in the new classification which equals or exceeds the application of the 4% increase. The effective date of the promotion establishes the eligibility date for future increases. The employee is eligible for consideration of one merit step increase after completing probation regardless of starting salary unless the employee is at the maximum of the range. The employee is eligible for consideration of an additional merit step increase six months after being awarded the first increase unless the employee is at the maximum of the range. The probationary period is six months.

18.5 Noncompetitive Promotion: A noncompetitive promotion is to a position which has not been advertised or posted and does not involve a vacancy. The promotion is based on changes in duties or a reevaluation of duties. The promoted employee is given a 3% increase and placed on the first step

in the classification which equals or exceeds the application of the 3% increase. The effective date of the promotion establishes the eligibility date for future increases. The employee is eligible for consideration of one merit step increase at one year regardless of starting salary unless the employee is at the maximum of the range.

18.6 Lateral Reclassification or Transfer: In a lateral reclassification or transfer, there is no monetary adjustment and eligibility for the next increase does not change.

18.7 Downward Reclassification: For a downward reclassification there is no decrease in base pay. The employee is eligible for the next increase one year from the reclassification date; however, there is no increase to the base pay until the current base pay is less than the maximum for the classification (red circle rule).

18.8 Nondisciplinary Involuntary Demotion: A nondisciplinary involuntary demotion follows the same procedure as a downward reclassification.

18.9 Voluntary Demotion: In a voluntary demotion, the base salary is decreased to the step in the new range which corresponds to the current classification step. The base salary cannot be greater than the maximum for the range. The employee is eligible for the next increase in one year unless the employee is at the maximum of the range. If the employee returns to the classification held immediately prior to the position from which demotion occurred, the eligibility for consideration for the next step increase occurs one year following the date of return to the previous classification.

18.10 Disciplinary Demotion: In a disciplinary demotion, the base salary is decreased to the step in the new range which corresponds to the current classification step. The base salary cannot be greater than the maximum for the range. The employee is eligible for the next increase in one year unless the employee is at the maximum of the range.

18.11 Acting Capacity: The Employer may make a temporary appointment to a higher position in an acting capacity by reason of sickness, disability or other absence of an employee or to meet an emergency. When an employee is temporarily transferred, the President of the Union shall be notified. Acting appointments shall not be continued to avoid filling the vacancy through the bid process. A temporary appointment made because of the absence of an employee due to the retirement or other termination of an employee shall be limited to six (6) months, and can be extended with the approval of the City and the TPOAM President. A temporary appointment made because of the absence of an employee who has a legal or contractual right to return to the position, or who is asserting by means of a legal or contractual action a right to return to the position, may be made with no durational limits of the appointment.

The employee must be in the acting capacity for four consecutive weeks or more to qualify for an adjustment to base salary. If the acting capacity duration of four weeks or more is known in advance, acting pay will begin immediately upon approval of the Director of Staff Services/Human Resources. If the acting capacity duration is not known in advance, but continues for four weeks or more, acting pay will be awarded retroactively to the first day of the acting assignment. Acting pay will be the greater of the minimum of the acting pay range or three percent added to the current base and placement at the first step which equals or exceeds the three percent increase.

Effective December 10, 2018, employees who have served in an acting capacity for at least six (6) continuous months as of the date of a payoff as provided herein shall be paid at the Acting Pay rate for any such payoffs.

18.12 An employee will be paid one twenty-sixth (1/26) of his/her annual salary every two weeks.

18.13 The afternoon shift is any regular shift starting between the hours of 12 o'clock noon and 10:00 p.m. EST; and midnight shift is any regular shift starting after 10:00 p.m. EST, excluding regular day shift hours. Employees regularly scheduled to an afternoon or midnight shift shall be paid a shift premium for all hours worked on the afternoon or midnight shift. The afternoon shift differential shall be twenty-five cents (\$0.25) per hour; the midnight shift shall be thirty cents (\$0.30) per hour.

18.14 Laid-Off Employee Bumping into Another Classification: If the employee bumps into a position in the same pay range, there is no change in pay and eligibility for the next increase does not change.

If the employee bumps into a position in a lower pay range, the base salary is decreased to the highest rate in the lesser classification which does not exceed the employee's present rate. The employee is eligible for the next increase one year after the employee's last increase unless the employee is at the maximum of the range. If the employee returns to the classification held immediately prior to the position from which demotion occurred, the eligibility for consideration for the next step increase occurs one year after the employee's last increase unless the employee is at the maximum of the range.

19 HOLIDAYS

19.1 The following days shall be observed as paid holidays:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Friday before Easter	Variable Date
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Day before Christmas	December 24th
Christmas Day	December 25th
Day before New Year's	December 31st

When any of the above holidays fall on Saturday, Friday shall be observed as the holiday. When any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. Holiday premiums apply to the day the City is officially observing the holiday.

19.2 Each employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday or who was on vacation during that seven (7) day period, and who actually works his or her last scheduled workday before and first scheduled workday after the date observed as the holiday, shall be eligible for the benefits set forth in this Article. A paid absence or authorized personal time off shall be considered as time worked for the for the purpose of fulfilling the requirement to work the last scheduled workday before and first scheduled workday after the date observed as the holiday. Holiday pay will not be provided if an employee's termination date falls on a City observed holiday. Employees on a Leave of Absence without pay shall not receive any compensation for holidays occurring during said leave. Employees on layoff shall not receive any compensation for holidays while laid off.

19.3 An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours' pay at the employee's straight-time rate of pay.

19.4 Employees required to work on days that are observed as paid holidays by the City, shall be granted premium pay at a rate of time-and-one-half the employee's straight-time rate of pay for all hours actually worked on that day, in addition to eight (8) hours' pay at the employee's straight-time rate of pay. Only one premium or overtime rate shall be applied to hours worked; where different rates are indicated, only the higher rate shall be applied. An employee who is required to work on the day observed as a holiday and who does not report for work shall be ineligible for benefits under this Article for that holiday.

19.5 For the purpose of computing overtime, the eight hours pay that is paid to an eligible employee who does not work the holiday shall be regarded as hours worked.

19.6 Employees working in classifications which are exempt from the provisions of the Fair Labor Standards Act shall have the option of being paid either at a rate of time-and-one-half or of accumulating compensatory time off at a time-and-one-half rate. It will be the employee's responsibility to indicate their option. If no option is indicated, the employee will be paid.

19.7 Part-time career employees receive holiday pay as follows:

- 4 hours pay for each holiday for employees eligible for 50% fringe benefits.
- 6 hours pay for each holiday for employees eligible for 75% fringe benefits.

20 HOURS OF WORK

20.1 Purpose of Article: The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing in the Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, or per year.

20.2 Regular Workweek: The regular workweek for a full-time employee shall consist of five eight-hour days with an unpaid lunch period each day.

If the City proposes to change the regularly scheduled workdays of employees or the starting and quitting times, the City will give thirty calendar days advance notice of the change and discuss the changes with the Union.

20.3 Flexible Working Hours: A Department shall provide, where feasible, for a formal program of flexible working hours for full-time employees. Any such flexible hours program established for employees whose normal workweek approximates the normal business hours of the City offices shall be operated under the following conditions:

- a. Each employee would be permitted to select his quitting and starting time. In choosing such hours, employees must cooperate to assure that normal business hours are always properly staffed. An employee may start no earlier than one hour prior to normal business hours and no later than one hour after normal business hours commence.
- b. An employee may choose a quitting time no earlier than one hour prior to the close of normal business hours and no later than one hour after the close of normal business hours. The employee may also choose either a one-hour or one-half hour lunch period. An employee who chooses a one-half-hour lunch period may start no earlier than one-half hour prior to the start of normal business hours.
- c. Such a program is not intended to be run on a day-to-day basis, but is to be based on pre-determined work schedules. Once an employee selects a schedule, the employee is expected to adhere to it. Schedules of all persons on the flexible hours program may, however, be adjusted periodically with the approval of the Department Head.
- d. For those departments and full-time employees whose normal work schedules do not approximate the normal business hours of the City offices, the Director of Staff Services/Human Resources may approve alternate flexible hours programs so long as they are consistent in principle with the program defined above.
- e. In addition to the formal flexible hours program, a Department Head may, upon the request of an employee, approve occasional deviations from the employee's normal work schedule. This might take the form, for example, of a request to start later than normal on a given day or leave early on a given day. Such requests may be authorized under the following conditions: (1) the work time must be made up within the same workweek; (2) all such requests must be made and approved in advance; and (3) the City shall accrue no overtime pay liability as a result of approving the employee's request.

21 ATTENDANCE

21.1 All employees absent without authorized leave, or who report late on any given shift shall be penalized by way of a pay deduction in multiples of 1/10th of an hour for each six minutes or fraction

thereof, for each day or portion of a day. Tardiness may be subject to discipline up to and including discharge. Arrangements for time off must be made with the employee's immediate supervisor, in advance and in accordance with the provisions of the leave regulations under which the time off is to be taken.

21.2 If, for some legitimate reason, an employee is unable to report for work at the established time for his or her particular shift to begin, the supervisor on duty should be notified as early as possible but no later than the scheduled start time.

21.3 Any employee who is absent from duty a day or part of a day without authorization under provisions of these regulations shall be deemed absent without leave and may be subject to disciplinary action up to and including discharge. If conditions warrant, such absence may be reconciled by a subsequent grant of leave. Vacation and sick leave time shall not accrue during absence without leave.

21.4 The leaves provided for herein may be temporarily suspended during any period of emergency declared by the City Administrator and/or the Mayor.

22 VACATION LEAVE

22.1 Vacation leave is authorized absence from duty, with pay. Employees hired prior to June 30, 2020, will be granted vacation leave in accord with the following schedule:

One to five years service	- 2 weeks	(80 hours)
Five to ten years service	- 3 weeks	(120 hours)
Ten to sixteen years service	- 4 weeks	(160 hours)
Sixteen years service	- 4 weeks and one day	(168 hours)
Seventeen years service	- 4 weeks and two days	(176 hours)
Eighteen years service	- 4 weeks and three days	(184 hours)
Nineteen years service	- 4 weeks and four days	(192 hours)
Twenty years and over service	- 5 weeks	(200 hours)

Employees hired on or after June 30, 2020, will be granted vacation leave in accord with the following schedule:

One to five years service	- 2 weeks	(80 hours)
Five to sixteen years service	- 3 weeks	(120 hours)
Sixteen years and over service	- 4 weeks	(160 hours)

Contrary to any existing practice or procedure, employees hired on or after June 30, 2020 will not be credited with an additional week of vacation on the fifth, tenth, fifteen and any subsequent anniversary date of hire.

22.2 In no case will vacation time be granted until an employee has been employed at least six (6) months. Eligibility for vacation leave shall be computed on the basis of completion of the required number of years of service (continuous) with the City on the anniversary hire date.

22.3 Career part-time employees accrue vacation leave as follows:

Employees eligible for 50% fringe benefits will accrue 50% of the vacation leave hours scheduled above.

Employees eligible for 75% fringe benefits will accrue 75% of the vacation leave hours scheduled above.

22.4 An employee with less than one (1) full year of service may, with prior approval of the department head, be allowed to take vacation leave which has accrued. The employee may not use this partial vacation leave, however, until the probationary period has been completed. Upon prior request of the employee and with approval of the department head, an employee may be given vacation leave for a period of less than a full day. Vacation leave may be granted in minimum increments of one (1) hour.

22.5 Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave. Employees receiving sick leave benefits or Workmen's Compensation payments shall accrue vacation credits for a maximum of thirty (30) days after starting to receive said sick leave and/or Worker's Compensation payments.

22.6 An employee transferred from non-career status to career probationary status shall accrue vacation leave from the date he or she is classified as a probationary employee.

22.7 Earned vacation leave is meant to be taken and should be scheduled accordingly by all departments at the beginning of each calendar year. The scheduling of vacation time should be by department seniority and in accord with departmental need or seasonal work load.

22.8 Employees shall be paid for approved unused vacation time in excess of twice the annual amount of vacation time to which they are entitled which is not taken by December 31 of any calendar year provided that the employee has taken at least eighty (80) hours combined of vacation time and/or compensatory off from work during the preceding calendar year. If the employee has not taken at least two weeks of vacation time off from work during the preceding calendar year, vacation in excess of twice the annual accumulation shall be forfeited.

22.9 Vacation schedules shall be set up by the immediate supervisor so as to permit the continued operation of all City functions without interference; in some areas employment of temporary employees will be permitted for limited periods of time so that efficient operation can be maintained.

Employees shall be entitled to vacation pay in any of the following instances:

(1) Any employee who is unable to take his vacation leave because his work load prevents the granting of a vacation leave at any time during the calendar year shall be paid his regular rate for earned vacation leave.

(2) Any career employee who terminates employment with the City, either through separation, retirement, or lay-off, shall be entitled to regular pay for any unused portion of vacation time as of such termination.

(3) Employees who are scheduled for a vacation leave during a holiday may be paid for the holiday or be given additional time off.

22.10 The City agrees that one hundred Covid (Health and Safety hours) may be converted by the employee to vacation hours that may be used by employees until June 30th, 2023. The hours may not be converted to pay and are not to be included as pension. This agreement does not require the City to provide 100 hours for conversion, and all Covid hours are void on December 31, 2021 unless converted to vacation.

23 DONATION OF VACATION TIME

23.1 In the event that a career employee has exhausted his/her appropriate leave banks and would otherwise be placed on leave of absence without pay, other employees may donate their vacation time to retain this individual on the payroll. The conditions for donation of vacation time, reception of vacation and the effects of such reception shall be according to the policy in effect for all employees at the time the donation is made.

24 SICK LEAVE

24.1 Sick Leave: A full-time employee shall accrue sick leave at the rate of one (1) working day (8 hours) per month or 12 days (96 hours) per year.

Part-time employees shall accrue sick leave as follows:

Employees eligible for 50% benefits shall accrue sick leave at the rate of 4 hours per month or 48 hours per year.

Employees eligible for 75% benefits shall accrue sick leave at the rate of 6 hours per month or 72 hours per year.

All other sick leave benefit entitlements set forth below shall be similarly prorated.

An employee on unpaid leave or no-pay status shall not accrue sick leave while in this status. Such employee shall accrue a prorated credit proportionate to the regular work days worked during the month.

24.2 Sick Leave Use Increments: Upon request of the employee and with approval of the department head, an employee may be granted sick leave in minimum increments of one quarter (1/4) hour.

24.3 Notification to Supervisor: Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness, disability or when keeping a medical or dental appointment. Any employee who becomes ill and unable to report for work must notify the supervisor on duty at the start of the employee's shift on the first day of absence, and each day thereafter unless the employee is hospitalized, or the absence may not be chargeable against sick leave.

24.4 Physician's Certificate: An examination certificate from a physician may be required as evidence of illness before compensation for the illness period is allowed. The City reserves the right to request such examination of the employee in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with physician's report. Should the physician's report indicate that employee's request for sick leave was not justified, such information may be grounds for discipline up to and including dismissal.

24.5 Use of Regular Sick Leave to Care for an Immediate Family Member: Regular sick leave may be used for leaves granted pursuant to the Family Medical Leave Act (FMLA) to care for a FMLA eligible family member.

The use of regular sick leave may also be permitted with the approval of the department head to care for a spouse, child or parent in circumstances which do not qualify for leave under the FMLA. This use is limited to one day per occurrence of an illness unless the department head approves a second day. The use of more than two days per occurrence is permitted only for leave granted pursuant to FMLA

Reserve sick leave may not be used for leave under this section.

The employee must be prepared to furnish proof, including a physician's statement if requested, of the reasons for his/her absence. The City reserves the right to request such certification in order to determine the validity of absence under this section. If adequate medical certification is not made available or does not substantiate evidence of illness justifying the use of sick leave, such information may be grounds for discipline up to and including dismissal.

24.6 Outside Employment Injury: Employees injured during gainful employment for an employer other than the City shall not be eligible for sick or disability benefits.

24.7 Maximum Sick Leave Accumulation: The amount of time allowed an employee for sick leave shall, if not used during the year earned, be accumulated until a total of 1200 hours is reached, and shall be kept to his/her credit for future sick leave with pay.

24.8 Payment for Accumulated Sick Leave: In the event of resignation or discharge, all accumulated or unused sick leave shall be cancelled and not paid. Compensation for accumulated sick leave upon retirement is covered in Section 3331.5, Retirement. Upon the death of an employee, the employee's designated beneficiary shall be entitled to payment for one-half (½) the amount of deceased employee's unused sick leave.

24.9 New-Hire Sick Leave: Newly hired employees may use accrued sick leave after they have completed their new-hire probationary period.

24.10 Attendance Bonuses: The sick leave bonus program will be based on attendance during a calendar year from January 01 through December 31. Any payments or leave balance adjustments will be made on the second pay date in January, immediately following the calendar year under review.

An employee with less than five (5) years continuous service or less than four hundred (400) hours accumulated sick leave, and who takes no more than two (2) days of sick leave in any year shall have two (2) days returned to the employee's sick leave bank.

An employee with more than five (5) years continuous service and more than four hundred (400) hours accumulated sick leave, who takes no more than two (2) days of sick leave in any year shall receive full pay for the two (2) days at normal rate of pay.

Employees who have accumulated the maximum allowable regular sick leave (1200 hours) and who use no sick leave and who have no other unpaid absence for the year shall receive a perfect attendance recognition payment of \$250.00.

24.11 Sick Leave and Service Time: Paid sick leave shall be considered for all purposes as continuing service except that:

- a. An employee who is receiving sick leave or Worker's Compensation benefits shall accrue sick leave only for the balance of the calendar month during which such employee begins to receive sick leave benefits or Workmen's Compensation payments.
- b. An employee who is receiving sick leave or Worker's Compensation benefits shall accrue vacation leave for a maximum of thirty (30) days after the employee begins to receive sick leave benefits or Workmen's Compensation payments. (See Section 22.5, Vacation)

24.12 Effect of Transfer: An employee shall have to his or her credit unused sick leave when transferred to another department, except in the case where the employee transfers to a position covered by a police or fire department contract. In the case of a transfer to a position covered by a fire department contract, accrued sick leave shall be cancelled. In the case of a transfer to a position covered by a police contract, accrued sick leave shall be cancelled except that up to 240 hours of accrued reserve sick leave shall remain to the employee's credit.

24.13 Reserve Sick Leave Bank: A reserve sick leave bank is established with accumulation at the rate for full-time employees of four (4) hours per month, with a maximum accumulation of 480 hours.

Part-time employees will accumulate reserve sick leave as follows:

Two hours per month for employees eligible for 50% benefits, to a maximum accumulation of 240 hours.

Three hours per month for employees eligible for 75% benefits, to a maximum accumulation of 360 hours.

Use of days in reserve sick leave bank shall be for continuous illness only, and only after regular sick leave bank is reduced to 16 hours or the employee's regular sick bank is less than or equal to 16 hours at the onset of the continuous illness. Reserve sick leave bank accumulation is not subject to pay provisions (such as indicated in Section 24.8, Payment for Accumulated Sick Leave) under any conditions except usage.

Continuous illness shall be defined for purposes of this section as hospitalized illness or outpatient surgery or an illness extending for a period of at least twenty-one (21) calendar days. Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be added together in determining whether or not a disability has extended for twenty-one (21) calendar days.

24.14 Status Upon Exhaustion of Sick Leave and Reserve Sick Leave: When an employee receives his/her last check for illness or disability, not including any payment made under the long-term disability program, the employee will be placed on leave without pay for one (1) year in accordance with the provisions of Section 27.1, Leave Without Pay, except that any employee so placed on leave without pay as a result of having exhausted his/her sick leave due to illness or disability who has a minimum of ten (10) years of continuous service with the City shall retain hospitalization and life insurance benefits for the duration of such leave (not to exceed one year) the cost of which shall be borne by the City; provided, however, that the employee is not physically able to perform other duties with the City as may be determined by the City; and, further, that the employee is not gainfully employed elsewhere. If, at the end of that time, employee is still unable to return to work, employment shall be terminated. The employee shall be eligible for re-employment, provided the employee has a doctor's statement to the effect that the employee is able to discharge his or her required duties; and provided further that a position is available.

Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be added together in determining the eligibility for leave without pay for a maximum of one (1) year.

24.15 Long-Term Disability Program: There is established a long-term disability program for employees to be administered as follows:

- (a) There is a six (6) month waiting period for eligibility. Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be added together in determining the six (6) month waiting period;
- (b) For each day of banked leave in the employee's unused leave banks on the last day worked prior to the beginning of the continuous illness, the employee will receive one day credited to his or her long-term disability leave bank;
- (c) All banked leave must be used prior to use of any long-term disability credits;

- (d) Each day of credit in the long-term disability bank entitles the employee to one day of leave at fifty percent (50%) of base salary, less any payments received by the employee via social security, pension, Workmen's Compensation or other type of program or insurance;
- (e) The long-term disability credits are intended only for use by the employee and are not subject to any payoff upon resignation, retirement, or any circumstances other than illness or disability of the employee;
- (f) Employees receiving long-term disability benefits shall be considered as on a leave of absence without pay and shall not receive or accrue benefits, except as provided in Section 24.14.

25 PAID LEAVE

25.1 Personal Business Time: Employees shall accrue 24 hours of personal business time at the start of the fiscal year (July 1).

Part-time employees shall accrue personal business leave as follows:

- 12 hours per fiscal year for employees eligible for 50% benefits;
- 18 hours per fiscal year for employees eligible for 75% benefits.

Arrangements for these days off must be made with the employee's supervisor's approval as much in advance as possible and scheduled so as not to interfere with the proper operation of the City. Personal business leave may be granted in minimum increments of one quarter (1/4) hour.

Since personal business time must be pre-scheduled, it cannot be used in lieu of sick time. If usage within the fiscal year does not occur, there is no accumulation of unused time into the following fiscal year.

There is no payoff of unused personal business time in the event of termination of employment. Scheduling of personal business days may be done on a departmental seniority basis when, in the opinion of the employee's supervisor, the best interests of the City would be served. Authorized use of personal business time will be counted as hours worked for purposes of overtime computation and as an excused absence for calculating holiday compensation.

Newly hired employees accrue two hours per month of personal business time until their first July 1, at which time they accrue 24 hours as provided in 27.1. While in probation, they may use two hours for each month worked.

25.2 Bereavement Leave: In case of death in their immediate family, an employee may be granted a leave of absence with pay not to exceed three days (24 hours) for each occurrence.

Part-time employees may be granted bereavement leave as follows:

12 hours for employees eligible for 50% benefits;
18 hours for employees eligible for 75% benefits.

This leave shall be in addition to other types of leave to which an employee would be entitled. A maximum of five days will be granted provided that attendance at the funeral requires the employee to travel 500 miles (round trip) or more.

Immediate family is defined as spouse, child, stepchild, brother, sister, parent or parent-in-law, grandchild, brother-in-law, sister-in-law, grandparent and grandparent-in-law.

A leave may be granted, due to extenuating circumstances for a death of someone other than immediate family if the immediate supervisor makes a request on behalf of the employee to the City's Human Resource Office for approval to grant such leave.

25.3 Jury Duty: Career employees required to serve jury duty shall suffer no salary deduction. There is no limit on the length of time an employee may serve on a jury. All jury pay, except mileage, must be paid to the City and credited to the proper City fund.

Employees who are excused from jury service prior to the completion of their regular scheduled work hours are expected to return to work. Jury service is a public obligation and the City will not consider requests that employees be excused except when the jury service will be detrimental to the operation of the City. In those cases the City Attorney will work out arrangements to have the employee excused from jury duty.

Employees who are summoned to Court as witnesses on behalf of the employer during their day off, or scheduled vacation, will be compensated for such time by overtime or compensatory time off.

26 DUTY DISABILITY LEAVE

26.1 In order to be eligible for duty disability leave, an employee shall immediately report any injury, however minor, to his or her immediate supervisor and take such first aid treatment as may be recommended, or waive such first aid in writing.

26.2 Employees who are unable to work as a result of an injury or illness covered by the Michigan Worker's Compensation Act and approved by the City's Worker's Compensation insurance carrier shall receive disability pay as set forth below. Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of unrestricted work shall be considered one occurrence, and such periods shall be added together to determine benefit periods.

(1) First seven (7) calendar days: The City will pay the employee his or her regular pay during the first week of disability. The employee's sick leave will not be charged for this time; time shall be charged to duty disability leave for the working days in the first seven (7) calendar days for each occurrence.

(2) After seven (7) calendar days: The employee shall receive payment established under regulations of the Worker's Compensation Act, and the following shall apply:

(a) The Employer, through a combination of Worker's Compensation payments and City payments, will guarantee a minimum of eighty-five (85 %) percent of the basic forty (40) hour weekly wage (or portion thereof). Said guarantee of payment to 85 % shall be limited to a maximum of thirteen (13) weeks for each disability in any one (1) year (12 consecutive months).

(b) During the first thirteen (13) weeks of disability wherein the provisions of (a) above apply, accumulated sick leave or vacation leave will be charged at the rate of the balance (15 %) for full pay. At the end of the thirteen (13) weeks, sick leave or vacation leave will be charged on a daily basis proportionately between full pay and Worker's Compensation payments to provide full pay until all such benefits have been exhausted.

(c) Worker's Compensation checks which are provided under Section 2(a) and 2(b) above will be made payable to the employee, but they will be delivered to the City's Accounting Department, and will be endorsed by the employee for deposit by the Employer.

(d) In the event employee has no accrued leave, or has exhausted all available leave banks, the Worker's Compensation check will be mailed directly to the employee by the Worker's Compensation Insurance carrier, and the employee will receive no other form of compensation, except as provided in (a) above. The employee will be eligible to receive the benefits outlined in Section 24.15-LONG TERM DISABILITY PROGRAM, subject to the provisions of that Section.

(3) After fourteen (14) days continuous absence Worker's Compensation will reimburse the employee at the standard Worker's Compensation rate for the first week's absence previously paid by the City. Employees shall endorse the check to the City of Southfield and deliver it to the City's Accounting Department.

26.3 No employee shall be entitled to duty disability pay for absence due to injuries, if said injuries were received when not on duty with the City.

27 LEAVES OF ABSENCE WITHOUT PAY

27.1 Leave of Absence without Pay: Department heads may grant a leave of absence without pay for up to ten working days in duration. When a leave is to exceed ten working days, in addition to being approved by the department head, the leave must be approved by the Director of Staff Services/Human Resources.

A leave of absence without pay may be requested for any legitimate purpose, and must be requested at least 30 days in advance when this is possible. However, if the leave is considered detrimental to the best interest of the City, permission shall not be granted. Leaves of absence without pay may not be granted in lieu of other valid appropriate leaves when they are available to the employee. Leaves of absence without pay may not exceed one year in duration; however, they may be renewed by agreement between the City and the Union provided the request is submitted not less

than 30 days prior to the expiration date of the leave. A leave of absence shall not be granted to seek other employment.

The department head will indicate whether the position will remain unfilled. If an appropriate vacancy does not exist upon completion or prior to completion of the leave of absence, and the employee applied for reinstatement within the leave time granted, the employee shall be placed on the appropriate eligibility list for rehire in the prior classification or a lower level of the prior classification (level I or level II) for a period of nine months. If the employee is applying for a position in the employee's classification which is different from the employee's prior position, the employee may be subject to retesting. If the department head selects the returning employee, the employee may be compensated up to the pay range and step for the classification previously held; however, there is no increase to the base pay until the current base pay is less than the maximum for the classification. Probationary status may be required.

Leaves of absence granted by a department head for up to ten working days in duration are not subject to deduction from length of service in relation to seniority date. Any leave of ten working days developing into a longer period of leave without pay shall become a part of the longer leave of absence. An employee granted a leave of absence for more than ten working days shall not accrue vacation or sick leave.

Employees on a leave of absence without pay shall not receive any compensation for holidays occurring during the leave.

Except where specifically granted, all City-paid benefits and accrual of leaves shall cease immediately upon expiration of all earned leave time (and/or removal from the current payroll). The employee may upon written request elect to continue in the paid insurance programs at his/her own expense as provided under COBRA. Upon electing to continue such coverage, the employee must pay the monthly premiums in advance by the date determined by the Human Resource Department.

27.2 Induction or Enlistment into Military Service: An employee who is inducted or enlists in the armed forces of the United States shall be granted leave of absence without pay. Reinstatement rights are as provided by law.

27.3 Vacation allowance for Employees Entering Military Service: Any employee who has served three (3) months, but less than one (1) year with the City, and enters military service shall be granted vacation time at the rate of 6.667 hours per month served, with a maximum not to exceed ten (10) days, paid the employee when the employee leaves the City to enter military service. Vacation and sick leave time shall not accrue during periods of military leave. However, upon reinstatement, for the purpose of determining the rate at which vacation time will accrue, the years of service with the City shall be the total of the years of employment plus years and any fractional parts thereof, of required military service.

27.4 Annual Military Training: Employees belonging to the National Guard, Service Reserves or other such units are permitted to take leaves of absence without pay during the annual training period as required by law. Vacation scheduling privileges are not affected by such leaves.

27.5 Maternity Leave: Maternity related disability shall be treated as a non-duty related disability for purposes of use of leaves and benefits as provided elsewhere in this agreement.

27.6 Educational Leave of Absence: Subject to the conditions set forth in this Article, an employee may request approval for an unpaid leave of absence to pursue formal education at an accredited institution.

27.7 Any time an employee is seeking elected office within the City of Southfield and the City requires a leave of absence, the employee will be turned to his/her previous position at the expiration of the required leave, subject to other provisions of the contract.

28 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (FMLA) shall be administered according to the City policies and procedures in effect at the time the leave is requested to extent that these policies and procedures are not in conflict with the parties' contract. The City has the option to send an employee returning from a FMLA controlled leave which was for personal illness or disability for a medical examination to determine ability to return to work.

29 INSURANCE

29.1 Hospitalization Insurance: The City will provide group hospitalization insurance consisting of Blue Cross/Blue Shield PPO 10; \$250/\$500 deductible; 90% co-insurance; co-insurance maximum: \$500/\$1000; Office co-pay, including chiropractic visits: \$10 Emergency Room co-pay if not admitted: \$50.

Part-time employees will be responsible for payment of group hospitalization insurance premiums as follows:

Those employees eligible for 50% of fringe benefits will pay for 50% of the monthly insurance premium.

Those employees eligible for 75% of fringe benefits will pay for 25% of the monthly insurance premium.

29.2 Prescription Drug Co-Pay: Effective April 9, 2007, the Prescription Drug Co-Pay for all plans for active employees and individuals who retire after 6/30/05.

Following ratification by both parties (September 12, 2011), the prescription drug co-pay is \$5 Tier 1 Generic /\$30 Tier 2 Preferred /\$60 Tier 3 Nonpreferred.

29.3 Health Insurance Options: The City may offer as an optional health insurance benefit, the Blue Cross/Blue Shield Community Blue 12 Plan, consisting of \$1000/\$2000 annual deductible; 80% coinsurance; \$30 office visit co-pay; \$150 Emergency Room co-pay; \$7/\$35/\$70 Rx, with premium contribution in compliance with PA 152 as approved by City Council.

29.4 The coverage for 29.1 and 29.2 will commence on the first of the month following the initial hire date with the City and will cease when an employee is laid-off, on leave of absence other than FMLA, or terminated for any other reason. In the case of retirement, it will cease unless the employee elects to continue coverage as stated in Article 32, RETIREE HEALTH INSURANCE.

29.5 Dental Insurance: The City may select alternative dental insurance providers at its discretion, provided such alternative coverage is comparable to that in place at the time of the change. Dental insurance will commence on the first day of the month following employment or election of coverage, and will cease on the last day of the month in which an employee is laid off, on leave of absence other than FMLA, or terminates for any reason, including retirement. The City will provide group dental insurance as summarized in Appendix C for the employee and dependents.

Beginning December 10, 2018, employees will contribute toward the cost of dental insurance. The bi-weekly pay deduction made on a pre-tax basis, starting as soon as practicable following ratification will be:

Single:	\$ 5.26
Two-Person:	\$10.25
Family:	\$16.82

29.6 Optical Insurance: The City may select alternative vision insurance providers at its discretion, provided such alternative coverage is comparable to the typical benefit in place at the time of the change. The current optical insurance in effect is VSP Choice Network 12/12/24 as detailed in Exhibit _____. Vision insurance will no longer follow the “usual and customary” standard. Vision insurance will commence on the first day of the month following employment or election of coverage, and will cease on the last day of the month in which an employee is laid off, on leave of absence other than FMLA, or terminates for any reason, including retirement. The City will provide group optical insurance as summarized in Appendix D for the employee and dependents.

Beginning December 10, 2018, employees will contribute toward the cost of optical insurance. The bi-weekly payroll deduction, made on a pre-tax basis, starting as soon as practicable following ratification, will be:

Single:	\$0.90
Two-Person:	\$1.83
Family:	\$3.04

29.7 Employee Payment

The parties acknowledge that they are subject to the Publicly Funded Health Insurance Contribution Act, MCL 15.561, *et seq.*, being Public Act 152 of 2011 as amended, and that the Employer has the right to make the elections and allocations described in that Act. It is agreed that the employees shall be required to make any contributions required under the Publicly Funded Health Insurance Contribution Act through payroll deduction.

If the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) (“the Act”) is repealed or rendered inapplicable to the bargaining unit, the parties agree that the terms of the Act immediately prior to repeal or inapplicability shall continue until modified by a mutual agreement of the parties. The parties agree to meet to negotiate over the issue within sixty (60) days of the repeal or inapplicability of the Act.

29.8 Life Insurance: The City will provide group term life insurance with accidental death and dismemberment rider for each employee beginning with the date of hire.

Insurance is provided in an amount equivalent to twice the employee’s base wage rate to the nearest \$1,000, up to a maximum of \$50,000 principal sum for full-time career employees. Part-time career employees will be eligible for group life insurance up to the following maximum benefits:

- \$25,000 principal sum for employees eligible for 50% fringe benefits
- \$37,500 principal sum for employees eligible for 75% fringe benefits

When an employee retires, terminates, is laid-off, or on an unpaid leave of absence, his or her insurance shall cease on the effective date of separation.

Employees on approved leaves of absence are covered under the provisions applicable to leaves of absence.

29.9 Married Couples: Effective April 9, 2007, for active employees and future retirees (hired before September 12, 2011), in the case of married couples where both spouses work for the City, or both spouses are retired from the City, or one spouse works for the City and one spouse is retired from the City, only one spouse will be eligible for a health insurance policy, dental policy and optical policy and may include the other spouse and dependents if eligible. A spouse who is an employee and who is covered under his or her spouse’s policy will be eligible for an annual payment equal to \$1300 for employees with 2 person coverage and \$1600 for employees with family coverage, payable on a biweekly basis. This payment is not available to retirees.

29.10 Medical Opt-Out

Eligibility:

Employees can waive coverage for employer provided medical benefits and receive an incentive bonus **in lieu of coverage** if covered under:

- a spouse’s employer provided, non-City of Southfield group health plan.
- a group health plan available through another employer
- any other qualifying plan, other than individual coverage

Opt-outs are conditional based on the employee providing proof of other group coverage each year. Proof of alternative coverage shall be documented by completing a form provided by the Human

Resources Department. The employee will attest that neither the employee nor their tax family has or will have individual coverage during the plan year.

Exclusions:

You are ineligible to receive the Opt-Out payment if you are:

- retired from the City of Southfield prior to April 9, 2007
- covered by Medicaid
- absent due to a Worker's Compensation injury in excess of three (3) months; opt-out benefits will be suspended.
- on a leave of absence during which City paid medical benefits are not provided.

Incentive Benefit Period:

The incentive benefit will be spread equally over bi-weekly pay periods on a calendar year basis. Enrollment will take place during the City's annual open enrollment period. Payments will commence in January of the following year. Benefit will be pro-rated for participation of less than a full calendar year.

Incentive (Opt-Out) Payment:

- \$1,600.00 to employees with family coverage who waive City health benefits
- \$1,300.00 to employees with two person coverage who waive City health benefits
- \$1,000.00 to employees with individual coverage who waive City health benefits.
- Part-time employees will receive a 50% or 75% payment depending on their part-time status.

These payments will be taxable to the recipient.

Enrollment:

- (a) New Employees will have 30 days after becoming eligible for City health benefits to complete an application for waiver (opt-out) and submit documentation of other coverage. Applicants who miss the deadline will again be eligible at open enrollment.
- (b) Employees, other than new hires, must complete the application and documentation process during the annual Open Enrollment period in September of each year. You will be notified if your application is approved. Annual re-enrollment will not be required. You will automatically be re-enrolled until such time as you reinstate your City of Southfield health benefits. If you are terminated from the program, you will receive a termination letter.

Qualifying Events for Changes:

Your participation in the Opt-Out Waiver Program will remain in effect unless you file a form provided by the Human Resources Department indicating a Qualifying Event to withdraw from the program or to enroll in the program outside of the Open Enrollment period.

Qualifying Events include:

- A change in family status such as marriage, divorce, annulment, legal separation.
- The death of a participant, spouse or dependent.
- The birth or adoption of an eligible dependent child
- Meeting the terms of a Medical Support Order of the court.
- Termination of employment, including retirement.
- A change in spouse's coverage which is significant and outside the control of the spouse.
- The participant's spouse has a change in employment status, which results in a change of health insurance coverage.
- The taking of, or returning from, an approved unpaid leave of absence (LOA) by the participant. Upon returning, employees may apply for reinstatement within 30 days of returning to work.

Reinstatement of City Health Benefits:

- To reinstate health benefits for the following year, employee must submit application to reinstate to Human Resources during Open Enrollment period.
- To reinstate health benefits due to a qualifying event, the employee must provide proof of the event. Documentation and request for reinstatement must be received within 30 days of the qualifying event. If approved, reinstatement may be made retroactive to the date of the qualifying event. The IRS does not permit retroactive participation to a prior plan year.

Pension:

Opt Out payments will not be included in Final Average Compensation.

30 RESIGNATION

30.1 Any employee resigning from the City should give his immediate supervisor at least two (2) weeks notice in writing. In some instances due to the complexity of employee's position or difficulty on the part of the City in finding a replacement, length of notice may vary.

30.2 In the event of a resignation not including retirement, the employee shall be deemed to have quit on the last actual working day, irrespective of accumulated leaves due the employee. All funds due the employee shall be made in a single settlement. Correspondingly, all paid benefits shall cease on the last actual working day of the resigning employee.

31 RETIREMENT

31.1 Upon ratification of the contract by both parties, provisions affecting the eligibility for and amount of City pension benefits shall be governed by the provisions of Chapter 9 of the City Code (Employee Retirement System), otherwise known as the Southfield Employee Retirement System (SERS), Ordinance No. 1491 enacted February 24, 2003. In this Ordinance the terms "nonunion" or "non-union" shall include employees covered by this contract. Pension provisions include a pension

multiplier of 2.5% of final average compensation for each credited year of service and an unreduced pension when the member's age plus credited years of service equal 82. Administrative rules and decisions regarding pension and retirement issues are determined by the SERS Board, consistent with the provisions of the SERS Ordinance and the City Charter.

Payments for unused vacation leave accumulations shall be included in calculating a member's final average compensation. For any year used in calculating final average compensation, the amount of payment for unused vacation leave which is used shall not exceed the amount of payment for twice the member's vacation accrual for the year.

Employee pension contribution: Effective October 5, 2009, 3% of pensionable wages, made on a pre-tax basis under IRC Section 414(h). These contributions shall not be refunded at retirement. Effective on the paycheck of November 11, 2011, all active employees shall make an additional 2% non-refundable pre-tax pension contribution each pay period (i.e., total of 5.0% contribution). Effective June 29, 2020, all active employees will pay an additional 1.0% non-refundable pre-tax pension contribution each pay period (up to a total of 6% contribution).

Effective March 10, 2021, all active employees will pay an additional 1.0% non-refundable pre-tax pension contribution each pay period (total of 7% contribution).

Employees hired after April 9, 2007 shall be subject to the following pension plan modifications

- a. Regular retirement eligibility: age 65 with 10 years of service, age 62 with 20 years of service, age 57 with 25 years of service
- b. Benefit multiplier: 2.0%
- c. FAC: highest 5 consecutive years of last 10 years, include a maximum of 100 hours of vacation paid at retirement
- d. Benefit cap: 70% of FAC
- e. Employee contribution: 3% of pensionable wages, payable as a salary reduction on a pretax basis under IRS Section 414(h). These contributions will not be refunded at retirement. Effective on the paycheck of November 11, 2011, all active employees shall make an additional 2% non-refundable pre-tax pension contribution each pay period (i.e., total of 5.0% contribution).

Employees hired after October 13, 2022 shall have the following blended defined benefit and defined contribution pension administered by the City:

Defined Benefits

- a) 1.5% multiply for all years of service
- b) 3 years final average compensation,
- c) 10 years vesting
- d) 5% Employee contribution

Defined Contribution

- a) 3% City contribution (The City will match up to 3% of employee contribution)
- b) 3% Employee contribution (employee minimum contribution)
- c) 5 years vesting

31.2 Employees become members of the retirement system on their first day of work, subject to applicable provisions of the SERS Ordinance.

31.3 Employees who intend to retire from City service must submit a completed application for retirement form to the Human Resources Department no later than 30 days prior to the effective retirement date. With the concurrence of the department head, applications for retirement can be withdrawn up to the day prior to the effective retirement date.

31.4 Employees on an approved leave of absence without pay as provided in Article 2927 remain members of the retirement system during such leave. Such employees are not permitted to withdraw accumulated contributions, if any, from the retirement system. Any period of leave of absence without pay which is in excess of 10 working days, including but not limited to unpaid suspension and leave protected by the Family and Medical Leave Act (FMLA), does not count towards eligible service credit in the Retirement System. If an employee fails to return to work from a leave of absence without pay, the retirement benefits of the employee shall be those in effect on the day the employee last worked for the City.

31.5 An employee who is eligible to retire may utilize accumulated Sick Leave Banks in the following manner:

1. An employee who is eligible for a normal retirement benefit may be paid in a lump sum for all accumulated hours of regular sick leave standing to his/her credit as of the effective retirement date, up to a maximum of 320 hours.
2. An employee who is eligible for an early retirement benefit may be paid in a lump sum for all accumulated hours of regular sick leave standing to his/her credit as of the effective retirement date, up to a maximum of 160 hours.
3. An employee who terminates employment and is eligible for a vested deferred pension is not eligible for any payment of sick leave banks as provided above.

32 RETIREE HEALTH INSURANCE

32.1 Effective 7/1/04, employees hired before September 12, 2011, who retire and their eligible spouses or eligible surviving spouses will be eligible to receive health insurance from the City. Effective September 12, 2011, the insurance offered by the City is Blue Cross/Blue Shield Community Blue PPO 10; \$250/\$500 deductible; 90% co-insurance; out of pocket maximum after deductible: \$500/\$1000; Office co-pay, including chiropractic visits: \$10; Emergency Room co-pay if not admitted: \$50. Retiree may participate in the annual open enrollment selection of health care providers. The selection of providers currently comprises HAP and Community Blue PPO 10. The selection of providers is subject to change at the sole discretion of the City.

Effective April 9, 2007, the Prescription Drug Co-Pay for all plans for active employees and individuals who retire after 6/30/05 shall be \$10 generic and \$20 brand (whether or not there is a generic equivalent). Effective September 12, 2011, the prescription drug co-pay is \$5/\$30/\$60. For participants in an HMO, where there is a generic equivalent, and the employee instead takes the brand drug, the employee may be required according to HMO rules to pay the difference between the brand drug and the generic equivalent, in addition to the \$20 charge for the brand drug

Health Insurance is offered subject to the following conditions:

- A. In order to be eligible to participate in the City-provided retiree health insurance, the employee and eligible spouse (if the employee elects coverage for the spouse) must participate continuously from the time the employee begins receiving a pension. Retirees or spouses who terminate their participation will lose their eligibility to participate again. This subsection A does not apply to the possible interruption in City provided retiree health insurance set forth in subsection F below.
- B. Retiree health care coverage for those hired as a career employee prior to April 9, 2007 shall be subject to the following:

A retiree with at least 15 years of credited pension service at retirement, but less than 20 years of credited pension service at retirement, shall be required to pay 50% of the applicable cost, premium or illustrative rate per month for retiree and spouse (if spousal coverage is selected).

A retiree with at least 20 years of credited pension service at retirement, but less than 25 years of credited pension service at retirement, shall be required to pay \$75 per month for retiree. Spousal coverage may be added for an additional \$150 dollars per month. (Retiree and spouse costs a total of \$225 per month).

A retiree with at least 25 years of credited pension service at retirement shall be required to pay \$30 per month for retiree. Spousal coverage may be added for an additional \$120 dollars per month. (Retiree and spouse costs a total of \$150 per month).

No retiree health care benefit will be provided by the City for a retiree with less than 15 years of credited pension service at retirement, regardless of any vested pension benefit. No retiree health care benefit will be provided by the City to an employee who terminates service prior to retirement and later collects a vested pension benefit. However, such a retiree or terminated employee will receive a full refund of any employee contributions made to the Southfield Retiree Healthcare Benefits Plan and Trust.

Employees and/or survivors who qualify for a duty-death or duty disability pension under the terms of the SERS plan as modified by the Collective Bargaining Agreement between the City and the Union shall receive the retiree health care benefit described hereinafter as if the employee had obtained 25 years of credited pension service.

Employees and/or survivors who qualify for a non-duty death or non-duty disability pension under the terms of the Southfield Employees Retirement System (SERS) ordinance shall receive the retiree health care benefit described hereinafter as if the employee had obtained 20 years of credited pension service, unless the employee qualified for the 25-year benefit level based on credited service prior to the retirement or death.

In addition to the above payments, retirees who were part-time employees will continue to be responsible for payment of group hospitalization insurance premiums as follows:

Those employees previously eligible for 50% of fringe benefits will pay for 50% of the monthly insurance premium.

Those employees previously eligible for 75% of fringe benefits will pay for 25% of the monthly insurance premium.

- C. When the retiree and/or covered spouse become eligible for Medicare, they must apply for Medicare A & B. Upon receipt of Medicare coverage, the City-provided insurance will change to Medicare Supplemental insurance. The Medicare recipient shall be responsible for any Medicare premium.
- D. An eligible spouse or surviving spouse is one to whom the member was legally married at the time of retirement. If an employee does not elect a survivorship option for pension, a surviving spouse is not eligible for health insurance coverage under the City's policy after the retiree's death. Coverage for a spouse terminates upon divorce.
- E. This benefit is not paid for individuals who terminate service prior to having at least 15 years of credited pension service (unless the employee qualifies for a duty or non-duty death or disability pension under the terms of the Southfield Employees Retirement System (SERS) ordinance) or who withdraw their contributions from the retirement system prior to retirement.
- F. The City-paid health insurance shall terminate in the case of a retiree and a surviving spouse if that individual assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the Plan; provided that should the individual lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof of such loss to the City and satisfaction of eligibility elsewhere under the Plan, the City's obligation to provide health coverage under the Plan shall recommence immediately upon satisfactory production of such proof-of-loss.
- G. The benefits of this section are not vested. The employee shall be eligible for retiree health insurance coverage according to the conditions in effect on the date the employee retired or on the date the employee terminated service with a vested pension. Subject to sub-section B above, retiree healthcare-eligible employees who terminate service will be eligible for retiree

health insurance coverage when they begin to receive their pension. The health insurance plans available to retired employees through the City shall be as determined by the City.

- H. Except as otherwise provided in this collective bargaining agreement, participation in City-paid retiree health insurance shall be subject to the conditions set forth in the Code of the City of Southfield in the Chapter designated Retiree Health Care Benefits Plan and Trust.
- I. Employees hired as a career employee after April 9, 2007, but prior to September 12, 2011, shall be subject to the following eligibility requirements and premium co-pays for retiree health insurance:

- 0-14 years of service: No insurance offered
- 15-24 years of service: retiree pays 50% of premium; City pays 50% of premium
- 25 or more years: retiree pays 20% of premium; City pays 80% of premium

- J. Effective September 11, 2011, for New Employees hired as a career employee after September 12, 2011 and prior to June 30, 2020, in lieu of Retiree Health Care provision specified in Article 3432.1, the City will contribute \$200 per each month employee works to a fund, which will be available upon separation from employment with the City for any qualifying expenses. Employee shall contribute 2% of pensionable wages. The following vesting schedule will apply to Employer Contributions:

- 3 years of service: 50% vested
- 4 years of service: 75% vested
- 5 years of service: 100% vested

For employees hired as a career employee on or after June 30, 2020, in lieu of Retiree Health Care provision specified in Article 32.1, the City will contribute \$100 per each month employee works to a fund, which will be available upon separation from employment with the City for any qualifying expenses. Employee shall contribute 2% of pensionable wages. The following vesting schedule shall apply to Employer contributions:

- 5 years of service 50% vested
- 6 years of service 75% vested
- 7 years of service 100% vested

33 UNIFORMS AND PROTECTIVE CLOTHING

- 33.1 The City will continue its current practices of supplying uniform items as long as the City requires them to be worn.
- 33.2 All uniforms which are, beyond normal wear, severely damaged or destroyed in the line of duty shall be replaced by the City.
- 33.3 If an employee is required to wear any protective apparel or equipment as a condition of employment, it shall be furnished by the City.

33.4 Items furnished by the City are not to be worn while the employee is not on duty.

34 TUITION REIMBURSEMENT

Effective upon ratification by both parties, employees may qualify for tuition reimbursement of seventy-five (75%) percent of actual tuition and institution-required fees (excluding late fees). The maximum reimbursement will be \$2,500 per fiscal year (July 1 to June 30). In no case shall the reimbursement exceed the actual cost to the employee. Further, the City will reimburse employees an additional seventy-five percent (75%) of the actual cost for books each term in which the employee is entitled to tuition reimbursement. These payments are all subject to the following conditions:

- (1) Course work must be taken at or under the direction of an accredited institution.
- (2) Qualifying disciplines shall be: (a) course work related to a function in which the City employs career staff; (b) course work in management or public administration; or (c) course work required for the completion of a diploma, certificate, or degree in a discipline related to a career classification in the City.
- (3) Course work must be pre-approved, in writing, by the employee's Department Director and the Human Resources Department as qualifying for reimbursement. This approval must be obtained and on file with the Human Resources Department prior to class commencement.
- (4) A minimum grade of "B" (3.0 on a 4.0 scale) must be obtained.
- (5) Tuition reimbursement shall not be paid to probationary employees. However, tuition reimbursement may be granted to career employees for courses begun during the probationary period but completed after career status has been granted, provided all other provisions of this Section have been observed.
- (6) An application for tuition reimbursement, along with receipts for tuition and books as well as the final course grade are submitted to the Human Resources Department within thirty (30) days of completing the course. Failure to submit a timely and complete reimbursement application will forfeit the employee's right to such payment.
- (7) In applying for and receiving tuition reimbursement benefits (including books and fees) under this Section, employees must agree to refund the City for any tuition benefits which are received in the one-year period prior to their resignation, retirement (regular or early), or discharge for cause. Employees receiving a duty disability or on a medical leave of absence will not be required to refund tuition benefits.

35 MEMBERSHIP DUES AND TRAINING EXPENSES

The City will pay the membership dues for an employee who is required by the City to maintain a membership in an organization.

If the City requires an employee to attend a seminar, conference or other training event, the City will pay for approved expenses which are submitted in accordance with the City's policies and procedures.

If the City requires a certification as a condition of employment, the City shall bear the cost of required training necessary for the employee to maintain such certification.

36 BULLETIN BOARDS

The Union may use City bulletin boards to post notices of union meetings, notices of union elections and results, notices of union recreational and social events, and other notices concerning union affairs which are not political or controversial in nature.

Union notices must be signed by the Union President or Secretary and have an expiration date.

The Union will remove from the bulletin board, upon the written request of the Employer, any material which in the Employer's judgment is detrimental to employee relations.

Any employee who alters a posted notice or removes it prior to its expiration date shall be subject to discipline.

37 DEFERRED COMPENSATION

Employees shall have the opportunity to participate in any deferred compensation plan or plans made available by the City to all employees.

38 RESIDENCY INCENTIVE

The City will contribute 1.5% of base salary annually to a deferred compensation plan for employees living in the City of Southfield. This contribution will be according to the policies and procedures in effect on the date the agreement is ratified.

39 REIMBURSEMENT FOR VEHICLE USAGE

This procedure is to be used by employees who use their privately owned automobile while on official business for the City of Southfield. Reports must be turned in the first working day after the 25th of each calendar month. Reports covering more than or less than a calendar month cannot be accepted, EXCEPT in the following example: A special trip where it will be the only travel for the month-report may be turned in before the end of the month.

1. **Mileage Rate:** Authorized use of a privately owned vehicle for City Business to be reimbursed at a rate consistent with the Internal Revenue Service (IRS) standard deduction for use of a personal car on business provided a mileage report is submitted.

2. **Parking Charges:** Reimbursement for parking charges is allowable. Receipts must be attached to mileage reports for all parking expense claims. Parking meter charges allowed, but not in excess of five (\$5.00) dollars per day. The City will not reimburse any parking or other violation.
3. **Charges Not Reimbursable:** Charges for gasoline, lubrication, repairs, anti-freeze, towage and other similar expenditures. It is expected that City travelers on official business driving personally owned cars are properly licensed by the State of Michigan, and are adequately protected by personal liability and property damage insurance at their own expense. Department Heads should reassure themselves on this point. At no time shall personal driving be charged to the City.
4. **Mileage Computation:** Reimbursements of City mileage will be based on official maps of the City of Southfield and Oakland County. **In-State** mileage will be based on current AAA Official Map of the United States.

If travel by most direct route is not possible because of construction, detour, or other legitimate reason, the claim for the additional mileage should be explained on the Mileage Report.

Notwithstanding any current practice to the contrary, employees' use of and ability to take home City-owned vehicles shall be at the sole discretion of the City. If permitted, employees' use of and ability to take home City-owned vehicles shall be governed under IRS rules with respect to taxable income and City policy establishing appropriate charge for such use and restricting use of said vehicles to City business purposes only.

40 WAGES AND RHC CONTRIBUTION

1.0 % RHC (VEBA) contribution effective July 1, 2005

Additional 1.0% RHC contribution effective July 1, 2006

Current employees on City payroll, will be placed on the new chart attachment at pay step closest but higher than their current pay. The new pay step must be a minimum increase of 3 %. In no case shall this pay increase cause an employee's salary to exceed the maximum of the salary range for the position.

Employees scheduled for yearly step wage increases that would have occurred on or after 07/01/2022 to ratification of this agreement will receive the step increase on the new wage scale including employees already at step 8.

Employees will receive base rate increase of 3% effective July 1, 2023, 3% increase July 1, 2024. Effective October 3rd, 2022 all current employees shall receive a signing bonus of \$2000.

The bonus of amount may increase to equal the signing bonus of another SERS union with the city that settles its CBA prior to 31 December 2022. The signing bonus will be paid by separate electronic check.

The City will offer a hiring bonus of \$1,500 for new employees for 1 year following October 13, 2023. Bonus is payable half after of completion of probation and half after three years of employment. The City may extend hiring bonus and will advise the Union of extension.

Employees scheduled for yearly step wage increase that would have occurred on or after 1 July 2022 to ratification of this agreement will receive the step increase on the new wage scale including employees already at step 8.

Approval of offering referral bonuses to current employees in the amount of \$250.00, to be paid upon the successful completion of ninety (90) days of employment of the referred candidate, with approval of the HR Director. Employees shall be eligible to receive referral bonuses a maximum of three (3) times. The MOU regarding bonuses shall expire on 06/30/2023.

41 NOTIFICATIONS

All notifications to the TPOAM President as referenced with this contract will be made to the TPOAM Executive Board members via email. It is the responsibility of the Union to notify the Director, Staff Services/Human Resources and the Labor Relations Director of the names and email addresses of the Executive Board members.

42 GENERAL

42.1 Pursuant to Public Act 9 of 2011, the following shall apply:

Each collective bargaining agreement entered into between a public employer and public employees under this act after the effective date of the amendatory act that added this subsection shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Provisions required by this subsection are prohibited subjects of bargaining under this act.

The statement required by PA 9 of 2011 is incorporated herein as required by law. The Union does not waive the right to challenge P.A. 9 of 2011.

42.2 The City will provide TPOAM Executive Board with an office of at least 125 square feet at Municipal Complex.

42.3 The parties agree the City may contribute to organizations for employee benefits/support such as Safety Committee, Employee Service Awards and similar organizations.

43 SCOPE OF THE AGREEMENT

43.1 Separability If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance

with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

43.2 Duration The provisions of this document, unless otherwise specified elsewhere within this Agreement, shall be effective upon ratification of the Agreement by both parties, and shall remain in full force and effect until the 30th day of June 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 9 day of 01 2024.

FOR THE UNION

Michael Gerald
Michael Gerald (Dec 12, 2023 13:57 EST)

Michael Gerald, TPOAM

Wendell Gramlich

Wendell Gramlich, President

tanya cazan

Tanya Cazan, Vice President

Carolyn Daniels

Negotiating Member

FOR THE EMPLOYER:

Kenson Siver

Kenson Siver, Mayor

Janet Jackson

Janet Jackson,
City Clerk

APPENDIX A – TITLE AND GRADE CODE
INCLUDES POSITIONS CURRENT AS OF OCTOBER 11, 2022

TITLE	GRADE CODE
ACCOUNTING CLERK I	307
ACCOUNTING CLERK II	308
ACCOUNTING CLERK III	309
ACCOUNTANT I	314
ACCOUNTANT II	315
ACCOUNTANT III	316
ACCOUNTING SERVICES AIDE	309
ANALYST - PROGRAMMER	316
APPRAISER - COMMERCIAL RE	316
ASSESSING SERVICES AIDE	309
ACCOUNTING TECH I	310
ACCOUNTING TECH II	311
ASSISTANT CITY PLANNER	319
ASSISTANT TRAFFIC ENGINEER	319
BLDG INSPECTOR/PLAN EXAMINER	316
BUDGET ANALYST I	312
BUDGET ANALYST II	313
PERMITTING TECHNICIAN	311
BUILDING INSPECTION SPECIALIST	314
BUILDING SERVICES AIDE	309
BUILDING SERVICES AIDE	309
BUILDING TRADES TECHNICIAN	313
CASHIER	307
CHIEF BLDG INSP/PLAN EXAMINER	319
CLERK I	306
CLERK II	307
CLERK TYPIST II	307
CLERK TYPIST III	308
CODE ENFORCEMENT INSPECTOR	314
COMPLIANCE COORDINATOR	314
DIGITAL MEDIA SPECIALIST	312
ELECTRICAL INSPECTOR	316
EMPLOYMENT SERVICES ASSISTANT	308

TITLE	GRADE CODE
ENGINEERING PROJECT COORDINATOR	319
FIELD CONSTRUCTION COORDINATOR	314
FINANCE AIDE	309
FINANCIAL COORDINATOR	315
GIS COORDINATOR I	315
GIS COORDINATOR II	316
GOVERNMENT SERVICES AIDE	309
HELP DESK ASSISTANT	309
HOUSING ANALYST	312
HOUSING INSPECTOR	314
HOUSING SERVICES AIDE	308
HUMAN RESOURCES ASST - BENEFIT	312
INVESTMENT TECHNICIAN	311
LANDSCAPE DESIGN COORDINATOR	315
LEGAL ASSISTANT	311
LIBRARIAN I	313
LIBRARIAN II	314
LIBRARY SERVICES AIDE	309
LIBRARY TECHNICAL CLERK I	308
LIBRARY TECHNICAL CLERK II	309
MAILROOM ASSISTANT	308
MARKETING ANALYST	312
MASTER ELECTRICIAN	314
MECHANICAL INSPECTOR	316
NETWORK SERVICE ADMINISTRATOR	317
OFFICE COORDINATOR	312
OUTREACH CASEWORKER	313
OUTREACH SOCIAL WORKER	313
PERSONAL PROPERTY AUDITOR	316
PLANNER I	314
PLANNER II	315
PLUMBING INSPECTOR	316
PRODUCER - DIRECTOR	314
PRODUCTION ASSISTANT	310
CAREER CENTER PROGRAM OPER COORD	314
PS SYSTEMS SPECIALIST	317

TITLE	GRADE CODE
PUBLIC SAFETY ANALYST	312
PURCHASING ANALYST	312
REAL ESTATE APPRAISER I	313
REAL ESTATE APPRAISER II	314
RECEPTIONIST - OPERATOR	306
RECREATION PROGRAMMER	312
RISK MANAGEMENT COORDINATOR	314
SECRETARY I	308
SECRETARY II	309
SECTION 8 ANALYST	312
SENIOR PAYROLL SPECIALIST	313
STORM WATER MANAGER	319
SYSTEM SUPPORT SPECIALIST I	316
SYSTEM SUPPORT SPECIALIST II	317
SYSTEMS SUPPORT TECHNICIAN	310
TALENT DEVELOPMENT SPECIALIST I	310
TALENT DEVELOPMENT SPECIALIST II	311
TAX CLERK	307
WEB SERVICES ADMINISTRATOR	318
WRITER	312
WRITER/CABLE ANALYST	312

APPENDIX B – PAY RANGES

TPOAM Pay Ranges - Effective 10/03/2022

Grade Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
306	\$34,753.00	\$35,771.00	\$36,820.00	\$37,899.00	\$39,010.00	\$40,153.00	\$41,330.00	\$42,542.00	\$43,789.00	\$45,072.00	\$46,393.00	\$47,753.00	\$49,153.00	\$50,593.00	\$52,077.00
	\$16,7082	\$17,1976	\$17,7019	\$18,2207	\$18,7548	\$19,3043	\$19,8702	\$20,4529	\$21,0524	\$21,6692	\$22,3043	\$22,9582	\$23,6313	\$24,3236	\$25,0370
307	\$36,490.00	\$37,560.00	\$38,661.00	\$39,794.00	\$40,960.00	\$42,161.00	\$43,397.00	\$44,669.00	\$45,978.00	\$47,326.00	\$48,713.00	\$50,141.00	\$51,610.00	\$53,123.00	\$54,681.00
	\$17,5433	\$18,0577	\$18,5870	\$19,1317	\$19,6923	\$20,2697	\$20,8639	\$21,4755	\$22,1048	\$22,7529	\$23,4197	\$24,1063	\$24,8125	\$25,5399	\$26,2889
308	\$38,315.00	\$39,438.00	\$40,594.00	\$41,784.00	\$43,009.00	\$44,269.00	\$45,567.00	\$46,902.00	\$48,277.00	\$49,692.00	\$51,149.00	\$52,648.00	\$54,191.00	\$55,779.00	\$57,415.00
	\$18,4207	\$18,9606	\$19,5163	\$20,0885	\$20,6774	\$21,2832	\$21,9072	\$22,5490	\$23,2101	\$23,8904	\$24,5909	\$25,3115	\$26,0534	\$26,8168	\$27,6034
309	\$40,231.00	\$41,410.00	\$42,624.00	\$43,873.00	\$45,159.00	\$46,483.00	\$47,845.00	\$49,247.00	\$50,691.00	\$52,177.00	\$53,706.00	\$55,280.00	\$56,900.00	\$58,568.00	\$60,286.00
	\$19,3418	\$19,9087	\$20,4923	\$21,0928	\$21,7111	\$22,3476	\$23,0024	\$23,6764	\$24,3707	\$25,0851	\$25,8202	\$26,5769	\$27,3558	\$28,1577	\$28,9837
310	\$42,242.00	\$43,480.00	\$44,755.00	\$46,067.00	\$47,417.00	\$48,807.00	\$50,237.00	\$51,710.00	\$53,225.00	\$54,785.00	\$56,391.00	\$58,044.00	\$59,745.00	\$61,497.00	\$63,300.00
	\$20,3087	\$20,9038	\$21,5168	\$22,1476	\$22,7966	\$23,4649	\$24,1524	\$24,8606	\$25,5889	\$26,3389	\$27,1111	\$27,9058	\$28,7236	\$29,5659	\$30,4327
311	\$44,354.00	\$45,654.00	\$46,993.00	\$48,370.00	\$49,788.00	\$51,247.00	\$52,749.00	\$54,295.00	\$55,887.00	\$57,525.00	\$59,211.00	\$60,946.00	\$62,733.00	\$64,572.00	\$66,465.00
	\$21,3240	\$21,9490	\$22,5928	\$23,2548	\$23,9365	\$24,6380	\$25,3601	\$26,1034	\$26,8688	\$27,6563	\$28,4668	\$29,3010	\$30,1601	\$31,0442	\$31,9543
312	\$46,572.00	\$47,937.00	\$49,342.00	\$50,788.00	\$52,277.00	\$53,809.00	\$55,387.00	\$57,010.00	\$58,681.00	\$60,401.00	\$62,171.00	\$63,994.00	\$65,869.00	\$67,800.00	\$69,788.00
	\$22,3904	\$23,0466	\$23,7221	\$24,4173	\$25,1332	\$25,8697	\$26,6284	\$27,4087	\$28,2120	\$29,0389	\$29,8899	\$30,7663	\$31,6678	\$32,5962	\$33,5519
313	\$48,901.00	\$50,334.00	\$51,809.00	\$53,328.00	\$54,891.00	\$56,500.00	\$58,156.00	\$59,861.00	\$61,615.00	\$63,421.00	\$65,280.00	\$67,193.00	\$69,163.00	\$71,190.00	\$73,278.00
	\$23,5101	\$24,1990	\$24,9082	\$25,6385	\$26,3899	\$27,1635	\$27,9596	\$28,7793	\$29,6226	\$30,4909	\$31,3846	\$32,3043	\$33,2514	\$34,2260	\$35,2298
314	\$51,346.00	\$52,851.00	\$54,400.00	\$55,994.00	\$57,636.00	\$59,325.00	\$61,064.00	\$62,854.00	\$64,696.00	\$66,592.00	\$68,544.00	\$70,553.00	\$72,621.00	\$74,750.00	\$76,942.00
	\$24,6856	\$25,4091	\$26,1538	\$26,9202	\$27,7096	\$28,5216	\$29,3577	\$30,2183	\$31,1038	\$32,0154	\$32,9538	\$33,9197	\$34,9139	\$35,9375	\$36,9913
315	\$53,913.00	\$55,493.00	\$57,120.00	\$58,794.00	\$60,517.00	\$62,291.00	\$64,117.00	\$65,996.00	\$67,931.00	\$69,922.00	\$71,971.00	\$74,081.00	\$76,252.00	\$78,487.00	\$80,789.00
	\$25,9197	\$26,6793	\$27,4615	\$28,2663	\$29,0947	\$29,9476	\$30,8255	\$31,7288	\$32,6591	\$33,6163	\$34,6014	\$35,6159	\$36,6596	\$37,7341	\$38,8409
316	\$56,609.00	\$58,268.00	\$59,976.00	\$61,734.00	\$63,543.00	\$65,406.00	\$67,323.00	\$69,296.00	\$71,327.00	\$73,418.00	\$75,570.00	\$77,785.00	\$80,065.00	\$82,411.00	\$84,828.00
	\$27,2159	\$28,0135	\$28,8346	\$29,6798	\$30,5495	\$31,4452	\$32,3668	\$33,3154	\$34,2918	\$35,2971	\$36,3317	\$37,3966	\$38,4928	\$39,6207	\$40,7827
317	\$59,439.00	\$61,181.00	\$62,975.00	\$64,820.00	\$66,720.00	\$68,676.00	\$70,689.00	\$72,761.00	\$74,894.00	\$77,089.00	\$79,348.00	\$81,674.00	\$84,068.00	\$86,532.00	\$89,069.00
	\$28,5764	\$29,4139	\$30,2764	\$31,1635	\$32,0769	\$33,0173	\$33,9851	\$34,9813	\$36,0067	\$37,0620	\$38,1481	\$39,2663	\$40,4173	\$41,6019	\$42,8216
319	\$65,532.00	\$67,452.00	\$69,429.00	\$71,464.00	\$73,559.00	\$75,715.00	\$77,935.00	\$80,219.00	\$82,570.00	\$84,990.00	\$87,481.00	\$90,046.00	\$92,685.00	\$95,402.00	\$98,199.00
	\$31,5058	\$32,4288	\$33,3793	\$34,3577	\$35,3649	\$36,4014	\$37,4688	\$38,5668	\$39,6971	\$40,8606	\$42,0582	\$43,2913	\$44,5601	\$45,8663	\$47,2111

TPOAM Pay Ranges - Effective 07/01/2023

Grade Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
306	\$35,796.00	\$36,844.00	\$37,925.00	\$39,036.00	\$40,180.00	\$41,358.00	\$42,570.00	\$43,818.00	\$45,103.00	\$46,424.00	\$47,785.00	\$49,186.00	\$50,628.00	\$52,111.00	\$53,639.00
	\$17,2096	\$17,7135	\$18,2332	\$18,7673	\$19,3173	\$19,8837	\$20,4663	\$21,0663	\$21,6841	\$22,3192	\$22,9736	\$23,6471	\$24,3404	\$25,0534	\$25,7880
307	\$37,585.00	\$38,687.00	\$39,821.00	\$40,988.00	\$42,189.00	\$43,426.00	\$44,699.00	\$46,009.00	\$47,357.00	\$48,746.00	\$50,174.00	\$51,645.00	\$53,158.00	\$54,717.00	\$56,321.00
	\$18,0697	\$18,5995	\$19,1447	\$19,7058	\$20,2832	\$20,8779	\$21,4899	\$22,1197	\$22,7678	\$23,4356	\$24,1221	\$24,8293	\$25,5567	\$26,3063	\$27,0774
308	\$39,464.00	\$40,621.00	\$41,812.00	\$43,038.00	\$44,299.00	\$45,597.00	\$46,934.00	\$48,309.00	\$49,725.00	\$51,183.00	\$52,683.00	\$54,227.00	\$55,817.00	\$57,452.00	\$59,137.00
	\$18,9731	\$19,5293	\$20,1019	\$20,6913	\$21,2976	\$21,9216	\$22,5644	\$23,2255	\$23,9063	\$24,6072	\$25,3284	\$26,0707	\$26,8351	\$27,6212	\$28,4313
309	\$41,438.00	\$42,652.00	\$43,903.00	\$45,189.00	\$46,514.00	\$47,877.00	\$49,280.00	\$50,724.00	\$52,212.00	\$53,742.00	\$55,317.00	\$56,938.00	\$58,607.00	\$60,325.00	\$62,095.00
	\$19,9221	\$20,5058	\$21,1072	\$21,7255	\$22,3625	\$23,0178	\$23,6923	\$24,3865	\$25,1019	\$25,8375	\$26,5947	\$27,3740	\$28,1764	\$29,0024	\$29,8534
310	\$43,509.00	\$44,784.00	\$46,098.00	\$47,449.00	\$48,840.00	\$50,271.00	\$51,744.00	\$53,261.00	\$54,822.00	\$56,429.00	\$58,083.00	\$59,785.00	\$61,537.00	\$63,342.00	\$65,199.00
	\$20,9178	\$21,5308	\$22,1625	\$22,8120	\$23,4808	\$24,1688	\$24,8769	\$25,6063	\$26,3567	\$27,1293	\$27,9245	\$28,7428	\$29,5851	\$30,4529	\$31,3457
311	\$45,685.00	\$47,024.00	\$48,403.00	\$49,821.00	\$51,282.00	\$52,784.00	\$54,331.00	\$55,924.00	\$57,564.00	\$59,251.00	\$60,987.00	\$62,774.00	\$64,615.00	\$66,509.00	\$68,459.00
	\$21,9639	\$22,6077	\$23,2707	\$23,9524	\$24,6548	\$25,3769	\$26,1207	\$26,8865	\$27,6750	\$28,4861	\$29,3207	\$30,1798	\$31,0649	\$31,9755	\$32,9130
312	\$47,969.00	\$49,375.00	\$50,822.00	\$52,312.00	\$53,845.00	\$55,423.00	\$57,049.00	\$58,720.00	\$60,441.00	\$62,213.00	\$64,036.00	\$65,914.00	\$67,845.00	\$69,834.00	\$71,882.00
	\$23,0620	\$23,7380	\$24,4337	\$25,1500	\$25,8870	\$26,6457	\$27,4274	\$28,2308	\$29,0582	\$29,9101	\$30,7865	\$31,6894	\$32,6178	\$33,5740	\$34,5587
313	\$50,368.00	\$51,844.00	\$53,363.00	\$54,928.00	\$56,538.00	\$58,195.00	\$59,901.00	\$61,657.00	\$63,463.00	\$65,324.00	\$67,238.00	\$69,209.00	\$71,238.00	\$73,326.00	\$75,476.00
	\$24,2154	\$24,9250	\$25,6553	\$26,4077	\$27,1817	\$27,9784	\$28,7986	\$29,6428	\$30,5111	\$31,4058	\$32,3260	\$33,2736	\$34,2490	\$35,2529	\$36,2865
314	\$52,886.00	\$54,437.00	\$56,032.00	\$57,674.00	\$59,365.00	\$61,105.00	\$62,896.00	\$64,740.00	\$66,637.00	\$68,590.00	\$70,600.00	\$72,670.00	\$74,800.00	\$76,993.00	\$79,250.00
	\$25,4260	\$26,1716	\$26,9385	\$27,7279	\$28,5409	\$29,3774	\$30,2385	\$31,1250	\$32,0370	\$32,9760	\$33,9423	\$34,9375	\$35,9615	\$37,0159	\$38,1010
315	\$55,530.00	\$57,158.00	\$58,834.00	\$60,558.00	\$62,333.00	\$64,160.00	\$66,041.00	\$67,976.00	\$69,969.00	\$72,020.00	\$74,130.00	\$76,303.00	\$78,540.00	\$80,842.00	\$83,213.00
	\$26,6971	\$27,4798	\$28,2856	\$29,1144	\$29,9678	\$30,8462	\$31,7505	\$32,6808	\$33,6389	\$34,6250	\$35,6394	\$36,6841	\$37,7596	\$38,8663	\$40,0063
316	\$58,307.00	\$60,016.00	\$61,775.00	\$63,586.00	\$65,449.00	\$67,368.00	\$69,343.00	\$71,375.00	\$73,467.00	\$75,621.00	\$77,837.00	\$80,119.00	\$82,467.00	\$84,883.00	\$87,373.00
	\$28,0322	\$28,8538	\$29,6995	\$30,5702	\$31,4659	\$32,3885	\$33,3380	\$34,3149	\$35,3207	\$36,3563	\$37,4216	\$38,5188	\$39,6476	\$40,8091	\$42,0063
317	\$61,222.00	\$63,016.00	\$64,864.00	\$66,765.00	\$68,722.00	\$70,736.00	\$72,810.00	\$74,944.00	\$77,141.00	\$79,402.00	\$81,728.00	\$84,124.00	\$86,590.00	\$89,128.00	\$91,741.00
	\$29,4337	\$30,2962	\$31,1846	\$32,0986	\$33,0394	\$34,0077	\$35,0048	\$36,0308	\$37,0870	\$38,1740	\$39,2923	\$40,4442	\$41,6298	\$42,8500	\$44,1063
319	\$67,498.00	\$69,476.00	\$71,512.00	\$73,608.00	\$75,766.00	\$77,986.00	\$80,273.00	\$82,626.00	\$85,047.00	\$87,540.00	\$90,105.00	\$92,747.00	\$95,466.00	\$98,264.00	\$101,145.00
	\$32,4510	\$33,4019	\$34,3808	\$35,3885	\$36,4260	\$37,4933	\$38,5928	\$39,7240	\$40,8880	\$42,0865	\$43,3197	\$44,5899	\$45,8971	\$47,2423	\$48,6274

TPOAM Pay Ranges - Effective 07/01/2024

Grade Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
306	\$36,869.88	\$37,949.32	\$39,062.75	\$40,207.08	\$41,385.40	\$42,598.74	\$43,847.10	\$45,132.54	\$46,456.09	\$47,816.72	\$49,218.55	\$50,661.58	\$52,146.84	\$53,674.33	\$55,248.17
	\$17.73	\$18.24	\$18.78	\$19.33	\$19.90	\$20.48	\$21.08	\$21.70	\$22.33	\$22.99	\$23.66	\$24.36	\$25.07	\$25.80	\$26.56
307	\$38,712.55	\$39,847.61	\$41,015.63	\$42,217.64	\$43,454.67	\$44,728.78	\$46,039.97	\$47,389.27	\$48,777.71	\$50,208.38	\$51,679.22	\$53,194.35	\$54,752.74	\$56,358.51	\$58,010.63
	\$18.61	\$19.16	\$19.72	\$20.30	\$20.89	\$21.50	\$22.13	\$22.78	\$23.45	\$24.14	\$24.85	\$25.57	\$26.32	\$27.10	\$27.89
308	\$40,647.92	\$41,839.63	\$43,066.36	\$44,329.14	\$45,627.97	\$46,964.91	\$48,342.02	\$49,758.27	\$51,216.75	\$52,718.49	\$54,263.49	\$55,853.81	\$57,491.51	\$59,175.56	\$60,911.11
	\$19.54	\$20.12	\$20.70	\$21.31	\$21.94	\$22.58	\$23.24	\$23.92	\$24.62	\$25.35	\$26.09	\$26.85	\$27.64	\$28.45	\$29.28
309	\$42,681.14	\$43,931.56	\$45,220.09	\$46,544.67	\$47,909.42	\$49,313.31	\$50,758.40	\$52,245.72	\$53,778.36	\$55,354.26	\$56,976.51	\$58,646.14	\$60,365.21	\$62,134.75	\$63,957.85
	\$20.52	\$21.12	\$21.74	\$22.38	\$23.03	\$23.71	\$24.40	\$25.12	\$25.85	\$26.61	\$27.39	\$28.20	\$29.02	\$29.87	\$30.75
310	\$44,814.27	\$46,127.52	\$47,480.94	\$48,872.47	\$50,305.20	\$51,779.13	\$53,296.32	\$54,858.83	\$56,466.66	\$58,121.87	\$59,825.49	\$61,578.55	\$63,383.11	\$65,242.26	\$67,154.97
	\$21.55	\$22.18	\$22.83	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.15	\$27.94	\$28.76	\$29.61	\$30.47	\$31.37	\$32.29
311	\$47,055.55	\$48,434.72	\$49,855.09	\$51,315.63	\$52,820.46	\$54,367.52	\$55,960.93	\$57,601.72	\$59,290.92	\$61,028.53	\$62,816.61	\$64,657.22	\$66,553.45	\$68,504.27	\$70,512.77
	\$22.62	\$23.29	\$23.97	\$24.67	\$25.39	\$26.14	\$26.90	\$27.69	\$28.51	\$29.34	\$30.20	\$31.09	\$32.00	\$32.93	\$33.90
312	\$49,408.07	\$50,856.25	\$52,346.66	\$53,881.36	\$55,460.35	\$57,085.69	\$58,760.47	\$60,481.60	\$62,254.23	\$64,079.39	\$65,957.08	\$67,891.42	\$69,880.35	\$71,929.02	\$74,038.46
	\$23.75	\$24.45	\$25.17	\$25.90	\$26.66	\$27.45	\$28.25	\$29.08	\$29.93	\$30.81	\$31.71	\$32.64	\$33.60	\$34.58	\$35.60
313	\$51,879.04	\$53,399.32	\$54,963.89	\$56,575.84	\$58,234.14	\$59,940.85	\$61,698.03	\$63,506.71	\$65,366.89	\$67,283.72	\$69,255.14	\$71,285.27	\$73,375.14	\$75,525.78	\$77,740.28
	\$24.94	\$25.67	\$26.42	\$27.20	\$28.00	\$28.82	\$29.66	\$30.53	\$31.43	\$32.35	\$33.30	\$34.27	\$35.28	\$36.31	\$37.38
314	\$54,472.58	\$56,070.11	\$57,712.96	\$59,404.22	\$61,145.95	\$62,938.15	\$64,782.88	\$66,682.20	\$68,636.11	\$70,647.70	\$72,718.00	\$74,850.10	\$77,044.00	\$79,302.79	\$81,627.50
	\$26.19	\$26.96	\$27.75	\$28.56	\$29.40	\$30.26	\$31.15	\$32.06	\$33.00	\$33.97	\$34.96	\$35.99	\$37.04	\$38.13	\$39.24
315	\$57,195.90	\$58,872.74	\$60,599.02	\$62,374.74	\$64,202.99	\$66,084.80	\$68,022.23	\$70,015.28	\$72,068.07	\$74,180.60	\$76,353.90	\$78,592.09	\$80,896.20	\$83,267.26	\$85,709.39
	\$27.50	\$28.30	\$29.13	\$29.99	\$30.87	\$31.77	\$32.70	\$33.66	\$34.65	\$35.66	\$36.71	\$37.78	\$38.89	\$40.03	\$41.21
316	\$60,056.21	\$61,816.48	\$63,628.25	\$65,493.58	\$67,412.47	\$69,389.04	\$71,423.29	\$73,516.25	\$75,671.01	\$77,889.63	\$80,172.11	\$82,522.57	\$84,941.01	\$87,429.49	\$89,994.19
	\$28.87	\$29.72	\$30.59	\$31.49	\$32.41	\$33.36	\$34.34	\$35.34	\$36.38	\$37.45	\$38.54	\$39.67	\$40.84	\$42.03	\$43.27
317	\$63,058.66	\$64,906.48	\$66,809.92	\$68,767.95	\$70,783.66	\$72,858.08	\$74,994.30	\$77,192.32	\$79,455.23	\$81,784.06	\$84,179.84	\$86,647.72	\$89,187.70	\$91,801.84	\$94,493.23
	\$30.32	\$31.21	\$32.12	\$33.06	\$34.03	\$35.03	\$36.05	\$37.11	\$38.20	\$39.32	\$40.47	\$41.66	\$42.88	\$44.14	\$45.43
319	\$69,522.94	\$71,560.28	\$73,657.36	\$75,816.24	\$78,038.98	\$80,325.58	\$82,681.19	\$85,104.78	\$87,598.41	\$90,166.20	\$92,808.15	\$95,529.41	\$98,329.98	\$101,211.92	\$104,179.35
	\$33.42	\$34.40	\$35.41	\$36.45	\$37.52	\$38.62	\$39.75	\$40.92	\$42.11	\$43.35	\$44.62	\$45.93	\$47.27	\$48.66	\$50.09











TPOAM 2022-2025 Final version for sign 12-11-23

Final Audit Report

2023-12-12

Created:	2023-12-12
By:	Wendell Gramlich (wgramlich@cityofsouthfield.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQZA19BqE1no67-MaVPssD6-HWXC_VidU

"TPOAM 2022-2025 Final version for sign 12-11-23" History

-  Document created by Wendell Gramlich (wgramlich@cityofsouthfield.com)
2023-12-12 - 6:39:24 PM GMT- IP address: 207.91.212.3
-  Document emailed to Tanya Cazan (tcazan@cityofsouthfield.com) for signature
2023-12-12 - 6:41:34 PM GMT
-  Email viewed by Tanya Cazan (tcazan@cityofsouthfield.com)
2023-12-12 - 6:54:23 PM GMT- IP address: 207.91.212.3
-  Document e-signed by Tanya Cazan (tcazan@cityofsouthfield.com)
Signature Date: 2023-12-12 - 6:54:40 PM GMT - Time Source: server- IP address: 207.91.212.3
-  Document emailed to Carolyn Daniels (cdaniels@cityofsouthfield.com) for signature
2023-12-12 - 6:54:42 PM GMT
-  Email viewed by Carolyn Daniels (cdaniels@cityofsouthfield.com)
2023-12-12 - 6:55:27 PM GMT- IP address: 207.91.212.3
-  Document e-signed by Carolyn Daniels (cdaniels@cityofsouthfield.com)
Signature Date: 2023-12-12 - 6:55:50 PM GMT - Time Source: server- IP address: 207.91.212.3
-  Document emailed to Michael Gerald (mgerald@poam.net) for signature
2023-12-12 - 6:55:52 PM GMT
-  Email viewed by Michael Gerald (mgerald@poam.net)
2023-12-12 - 6:56:04 PM GMT- IP address: 98.186.27.69
-  Document e-signed by Michael Gerald (mgerald@poam.net)
Signature Date: 2023-12-12 - 6:57:46 PM GMT - Time Source: server- IP address: 98.186.27.69

✔ Agreement completed.

2023-12-12 - 6:57:46 PM GMT



Appendix C

City of Southfield
Effective Date: 01-01-2020

Dental Benefits Summary

<u>Passive PPO</u> <u>With PPOII Network</u>	
Annual Deductible*	
Individual	None
Family	None
Preventive Services	100%
Basic Services	90%
Major Services	60%
Annual Benefit Maximum	\$2,000
Office Visit Copay	N/A
Orthodontic Services (Adult and Child)	60%
Orthodontic Deductible	None
Orthodontic Lifetime Maximum	\$2,000

*The deductible applies to: Basic & Major services only

<u>Passive PPO</u> <u>With PPOII Network</u>	
Partial List of Services	
Preventive	
Oral examinations (a)	100%
Cleanings (a) Adult/Child	100%
Fluoride (a)	100%
Bitewing Images (a)	100%
Full mouth series Images (a)	100%
Space Maintainers	100%
Basic	
Root canal therapy	
Anterior teeth / Bicuspid teeth	90%
Root canal therapy, molar teeth	90%
Scaling and root planing (a)	90%
Gingivectomy*	90%
Amalgam (silver) fillings	90%
Composite fillings	90%
Stainless steel crowns	90%
Uncomplicated extractions	90%
Surgical removal of erupted tooth*	90%
Surgical removal of impacted tooth (soft tissue)*	90%
Osseous surgery (a)*	90%
Surgical removal of impacted tooth (partial bony/ full bony)*	90%
General anesthesia/intravenous sedation*	90%
Inlays	90%
Onlays	90%
Crowns	90%
Denture repairs	90%
Crown Lengthening	90%
Crown Build-Ups	90%
Major	
Full & partial dentures	60%
Pontics	60%
Implants	60%

*Certain services may be covered under the Medical Plan. Contact Member Services for more details.
(a) Frequency and/or age limitations may apply to these services. These limits are described in the booklet/certificate.

Dental Benefits Summary

Other Important Information

This Aetna Dental[®] Preferred Provider Organization (PPO) benefits summary is provided by Aetna Life Insurance Company for some of the more frequently performed dental procedures. Under the Dental Preferred Provider Organization (PPO) plan, you may choose at the time of service either a PPO participating dentist or any nonparticipating dentist. With the PPO plan, savings are possible because the participating dentists have agreed to provide care for covered services at negotiated rates. Non-participating benefits are subject to recognized charge limits.

Emergency Dental Care

If you need emergency dental care for the palliative treatment (pain relieving, stabilizing) of a dental emergency, you are covered 24 hours a day, 7 days a week.

When emergency services are provided by a participating PPO dentist, your co-payment/coinsurance amount will be based on a negotiated fee schedule. When emergency services are provided by a non-participating dentist, you will be responsible for the difference between the plan payment and the dentist's usual charge. Refer to your plan documents for details. Subject to state requirements. Out-of-area emergency dental care may be reviewed by our dental consultants to verify appropriateness of treatment.

Partial List of Exclusions and Limitations* - Coverage is not provided for the following:

1. Services or supplies that are covered in whole or in part:
 - (a) under any other part of this Dental Care Plan; or
 - (b) under any other plan of group benefits provided by or through your employer.
2. Services and supplies to diagnose or treat a disease or injury that is not:
 - (a) a non-occupational disease; or
 - (b) a non-occupational injury.
3. Services not listed in the Dental Care Schedule that applies, unless otherwise specified in the Booklet-Certificate.
4. Those for replacement of a lost, missing or stolen appliance, and those for replacement of appliances that have been damaged due to abuse, misuse or neglect.
5. Those for plastic, reconstructive or cosmetic surgery, or other dental services or supplies, that are primarily intended to improve, alter or enhance appearance. This applies whether or not the services and supplies are for psychological or emotional reasons. Facings on molar crowns and pontics will always be considered cosmetic.
6. Those for or in connection with services, procedures, drugs or other supplies that are determined by Aetna to be experimental or still under clinical investigation by health professionals.
7. Those for dentures, crowns, inlays, onlays, bridgework, or other appliances or services used for the purpose of splinting, to alter vertical dimension, to restore occlusion, or to correct attrition, abrasion or erosion.
8. Those for any of the following services (Does not apply to the DMO plan in TX):
 - (a) an appliance or modification of one if an impression for it was made before the person became a covered person;
 - (b) a crown, bridge, or cast or processed restoration if a tooth was prepared for it before the person became a covered person; or
 - (c) root canal therapy if the pulp chamber for it was opened before the person became a covered person.
9. Services that Aetna defines as not necessary for the diagnosis, care or treatment of the condition involved. This applies even if they are prescribed, recommended or approved by the attending physician or dentist.
10. Those for services intended for treatment of any jaw joint disorder, unless otherwise specified in the Booklet-Certificate.
11. Those for space maintainers, except when needed to preserve space resulting from the premature loss of deciduous teeth.
12. Those for orthodontic treatment, unless otherwise specified in the Booklet-Certificate.
13. Those for general anesthesia and intravenous sedation, unless specifically covered. For plans that cover these services, they will not be eligible for benefits unless done in conjunction with another necessary covered service.
14. Those for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be done by a licensed dental hygienist. In this case, the treatment must be given under the supervision and guidance of a dentist.
15. Those in connection with a service given to a person age 5 or older if that person becomes a covered person other than:
 - (a) during the first 31 days the person is eligible for this coverage, or
 - (b) as prescribed for any period of open enrollment agreed to by the employer and Aetna. This does not apply to charges incurred:
 - (i) after the end of the 12-month period starting on the date the person became a covered person; or
 - (ii) as a result of accidental injuries sustained while the person was a covered person; or
 - (iii) for a primary care service in the Dental Care Schedule that applies as shown under the headings Visits and Exams, and X-rays and Pathology.

Dental Benefits Summary

16. Services given by a nonparticipating dental provider to the extent that the charges exceed the amount payable for the services shown in the Dental Care Schedule that applies.
17. Those for a crown, cast or processed restoration unless:
 - (a) it is treatment for decay or traumatic injury, and teeth cannot be restored with a filling material; or
 - (b) the tooth is an abutment to a covered partial denture or fixed bridge.
18. Those for pontics, crowns, cast or processed restorations made with high-noble metals, unless otherwise specified in the Booklet-Certificate.
19. Those for surgical removal of impacted wisdom teeth only for orthodontic reasons, unless otherwise specified in the Booklet-Certificate.
20. Services needed solely in connection with non-covered services.
21. Services done where there is no evidence of pathology, dysfunction or disease other than covered preventive services.

Any exclusion above will not apply to the extent that coverage of the charges is required under any law that applies to the coverage.

*This is a partial list of exclusions and limitations, others may apply. Please check your plan booklet for details.

Your Dental Care Plan Coverage Is Subject to the Following Rules:

Replacement Rule

The replacement of; addition to; or modification of: existing dentures; crowns; casts or processed restorations; removable denture; fixed bridgework; or other prosthetic services is covered only if one of the following terms is met:

The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed. This coverage must have been in force for the covered person when the extraction took place.

The existing denture, crown; cast or processed restoration, removable denture, bridgework, or other prosthetic service cannot be made serviceable, and was installed at least 5 years before its replacement.

The existing denture is an immediate temporary one to replace one or more natural teeth extracted while the person is covered, and cannot be made permanent, and replacement by a permanent denture is required. The replacement must take place within 12 months from the date of initial installation of the immediate temporary denture.

The extraction of a third molar does not qualify. Any such appliance or fixed bridge must include the replacement of an extracted tooth or teeth.

Tooth Missing But Not Replaced Rule

Coverage for the first installation of removable dentures; fixed bridgework and other prosthetic services is subject to the requirements that such removable dentures; fixed bridgework and other prosthetic services are (i) needed to replace one or more natural teeth that were removed while this policy was in force for the covered person; and (ii) are not abutments to a partial denture; removable bridge; or fixed bridge installed during the prior 5 years.

Alternate Treatment Rule: If more than one service can be used to treat a covered person's dental condition, Aetna may decide to authorize coverage only for a less costly covered service provided that all of the following terms are met:

- (a) the service must be listed on the Dental Care Schedule;
- (b) the service selected must be deemed by the dental profession to be an appropriate method of treatment; and
- (c) the service selected must meet broadly accepted national standards of dental practice.

If treatment is being given by a participating dental provider and the covered person asks for a more costly covered service than that for which coverage is approved, the specific copayment for such service will consist of:

- (a) the copayment for the approved less costly service; plus
- (b) the difference in cost between the approved less costly service and the more costly covered service.

Finding Participating Providers

Consult Aetna Dentals online provider directory, DocFind®, for the most current provider listings. Participating providers are independent contractors in private practice and are neither employees nor agents of Aetna Dental or its affiliates. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice. For the most current information, please contact the selected provider or Aetna Member Services at the toll-free number on your online ID card, or use our Internet-based provider directory (DocFind) available at www.aetna.com.

Specific products may not be available on both a self-funded and insured basis. The information in this document is subject to change without notice. In case of a conflict between your plan documents and this information, the plan documents will govern.

In the event of a problem with coverage, members should contact Member Services at the toll-free number on their online ID cards for information on how to utilize the grievance procedure when appropriate.

All member care and related decisions are the sole responsibility of participating providers. Aetna Dental does not provide health care services and, therefore, cannot guarantee any results or outcomes.



Dental Benefits Summary

Dental plans are provided or administered by Aetna Life Insurance Company, Aetna Dental Inc., Aetna Dental of California Inc. and/or Aetna Health Inc.

In Texas, the Dental Preferred Provider Organization (PPO) is known as the Participating Dental Network (PDN), and is administered by Aetna Life Insurance Company.

This material is for informational purposes only and is neither an offer of coverage nor dental advice. It contains only a partial, general description of plan or program benefits and does not constitute a contract. The availability of a plan or program may vary by geographic service area. Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Some benefits are subject to limitations or exclusions. Consult the plan documents (Schedule of Benefits, Certificate/Evidence of Coverage, Booklet, Booklet-Certificate, Group Agreement, Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitations relating to your plan.

Aetna complies with applicable Federal civil rights laws and does not discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

Aetna provides free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call 877-238-6200.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,
P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),
1-800-648-7817, TTY: 711,
Fax: 859-425-3379 (CA HMO customers: 860-262-7705),
CRCoordinator@aetna.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates (Aetna).

TTY: 711

For language assistance in your language call 877-238-6200 at no cost. (English)

Para obtener asistencia lingüística en español, llame sin cargo al 877-238-6200. (Spanish)

欲取得繁體中文語言協助，請撥打877-238-6200，無需付費。(Chinese)

Pour une assistance linguistique en français appeler le 877-238-6200 sans frais. (French)

Para sa tulong sa wika na nasa Tagalog, tawagan ang 877-238-6200 nang walang bayad. (Tagalog)

Benötigen Sie Hilfe oder Informationen in deutscher Sprache? Rufen Sie uns kostenlos unter der Nummer 877-238-6200 an. (German)

للمساعدة في اللغة العربية، الرجاء الاتصال على الرقم المجاني 877-238-6200. (Arabic)

Pou jwenn asistans nan lang Kreyòl Ayisyen, rele nimewo 877-238-6200 gratis. (French Creole)

Per ricevere assistenza linguistica in italiano, può chiamare gratuitamente 877-238-6200. (Italian)

日本語で援助をご希望の方は、877-238-6200 まで無料でお電話ください。 (Japanese)

한국어로 언어 지원을 받고 싶으시면 무료 통화번호인 877-238-6200 번으로 전화해 주십시오. (Korean)

برای راهنمایی به زبان فارسی با شماره 877-238-6200. بدون هیچ هزینه ای تماس بگیرید. انگلیسی (Persian)

Aby uzyskać pomoc w języku polskim, zadzwoń bezpłatnie pod numer 877-238-6200. (Polish)

Para obter assistência linguística em português ligue para o 877-238-6200 gratuitamente. (Portuguese)

Чтобы получить помощь русскоязычного переводчика, позвоните по бесплатному номеру 877-238-6200. (Russian)

Đề được hỗ trợ ngôn ngữ bằng (ngôn ngữ), hãy gọi miễn phí đến số 877-238-6200. (Vietnamese)

Appendix D



A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

CITY OF SOUTHFIELD
0070060720040 - 07221
Effective Date: 08/16/2023

Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 1-800-877-7195 or log on to the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both

Note: Discounts up to 20% for additional prescription glasses and any amount over the allowance *plus* savings on non-covered lens extras (up to 25%) when obtained from a VSP provider

Member's responsibility (copays)

Benefits	VSP network doctor	Non- SP provider
Eye exam	None	None
Prescription glasses (lenses and/or frames)	None	None (member responsible for difference between approved amount and provider's charge)
Medically necessary contact lenses	None	None (member responsible for difference between approved amount and provider's charge)

Note: No copay is required for prescribed contact lenses that are not medically necessary.

Eye exam

Benefits	VSP network doctor	Non- SP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	100% of approved amount	Reimbursement up to \$45 (member responsible for any difference)

One eye exam in any period of 12 consecutive months

Lenses and frames

Benefits	VSP network doctor	Non- SP provider
<p>Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.</p> <ul style="list-style-type: none"> Progressive Lenses - Covered when rendered by a VSP network doctor 	100% of approved amount	Reimbursement up to approved amount based on lens type (member responsible for any difference)

One pair of lenses, with or without frames, in any period of 12 consecutive months

DM MOS816 VIS;ADM PL NYR J N;BLUE VISION;BV-FL \$250;BV-PL;BVC;BVFLL;BV CHOICE NET

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Benefits	VSP network doctor	Non-VSP provider
Standard frames	\$250 allowance that is applied toward frames (member responsible for any cost exceeding the allowance)	Reimbursement up to \$70 (member responsible for any difference)
<p>Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.</p> <p>One frame in any period of 24 consecutive months when services are rendered by a VSP network provider</p>		

Contact Lenses		
Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	100% of approved amount	Reimbursement up to \$210 (member responsible for any difference)
Contact lenses up to the allowance in any period of 12 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$250 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
Contact lenses up to the allowance in any period of 12 consecutive months		